

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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT: OF ROAD FROM SIRAI MOHABAT SETHAR TO BATRO MILE 1/5+330-1/7 & 2/1+220-2/4 (REMAINING WORK).</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO:	:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

1.	The Procuring Agency <u>Executive Engineer, Highway Division Shaheed Benazir Abad.</u> [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
1.	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
2.	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER HIGHWAY DIVISION

CONTRACTOR

SHAHEED BENAZIR ABAD

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

BIDDING DATA

(c). **Procuring Agency's address: -** <u>Highway Division Shaheed Benazir Abad.</u>
<u>Situated at near Kazi Ahmed Road Nawabshah.</u>

(d). **Estimated Cost:** <u>5.00 (M)</u>

(e). Amount of Bid Security 2%:- Rs: 100,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days).

(g). **Security Deposit :-(including bidsecurity):-** <u>250,000/</u> 5% (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills:- 150,000/ 3%

- (i). **Deadline for Submission of Bids along with time: -** <u>Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm.</u>
- (j). **Venue, Time, and Date of Bid Opening: -** <u>Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.</u>
- (k). Name of Contractor.
- (1). Time for Completion from written order of commence: 12 Months

(m). **Liquidity damages: -** ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%).

C.D No:

(n). Deposit Receipt No: Date: Amount :(in words and figures).

Rate quoted by Contractor.

(ii) RCC Pipe % Below/Above

(iii) Culvert Masonry Structure % Below/Above

Contractor

SHEDULE "B"

Name of Work:-

Constt: of road from Sirae Muhabbat Sethar road mile 0/1 to village Batro mile 1/5+330-1/7 & 2/1+220-2/4 (R/Work).

mile 1/5+330-1/7 & 2/1+220-2/4 (R/Work).								
S.No:	Qua	ntity	Item of Work	Rate	Unit	Amount		
1	1 Sub Grade Perparing Sub Grade I/C Earth Excavation of Filling to an average 9' dressing cambe and consolidation with power ruler etc complete.							
	14276	Cft		526.28	% Cft	75131		
1	Earth work with optim		ankment by buldozers incluentents lead upto 100" and l		g mixing clod breaking dress type of soil except rock.	ing and compacting		
	65932	Cft		7233.57	% 0Cft	476924		
2	Preparing s quarry in re sand having density as p	equired thickn g plasticity in per modified A	e by supplying and spreading ess to proper camber and go dex of not more then 6% of	rade including f suitbale quali cludes all cost o	"11/2" guage of approved qu hand packing, fillingvoids w ty, watering and compacting of materials, T&P and carriage	with 20 cft pit/ canal to achieve 98-100% to up to site of work.		
	10395	Cft		9297.30	% Cft	966454		

3 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

5665 Rft 2729.96 % Rft 154652

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

8498 Cft 10593.36 % Cft 900224

5 <u>Ist coat</u>

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

33990 Sft 1685.53 % Sft 572912

6 1 thick Carpet.

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 lbs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

33990	Sft	4673.55	% Sft	1588540
			Total	
			Rs:	4734837

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Sirae Muhabbat Sethar road mile 0/1 to village Batro mile 1/5+330-1/7 & 2/1+220-2/4 (R/work).

Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" inch		3 Class Bandi	ing Fixing Posit	ioning i/c cutting
		and filling i/c testing with waster head	d.			
160	Rft.	Rs.	412.00	P.Rft		Rs:65920/-
					Total	Rs:65920/-
					Total	KS.03920/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Constt: of road from Sirae Muhabbat Sethar road mile 0/1 to village Batro mile 1/5+330-1/7 & 2/1+220-2/4 (R/work).

S.No:	Item		Calculations	Rate	Unit		Amount
1	structure wi	n foundation of th execavated ear l)(s.I.No:18/P-4).	building and c th watering a	other strcture nd rammin l	e i/c degb lead up to	oilin dressing refill one chain and lif	ling around the t upto 5 feet(in
	1600	Cft	@Rs:	3176.25	%0 Cft		5082
2		crete brick or stor					3002
3	240 Pacca Brick v	Cft work in foundation	@Rs: on and plinth i	9416.28 n cement sar	% Cft nd mortar	ratio 1:4 (S.I.No:4,	22599 /P-24)
4						and curring com o 1:2:4(S.I.No:5/P	
5						uding cutting ber vire also includes	
6	binding and surface inclu	kinds of forms r	noulds lifting s I washing of sl	shuttering coningle R.C.C	urring ren work in r	teel refocement ar dering and finishi oof slab beam colu tio 1:2:4.	ng the exposed
7	81 Erection and	Cft removal of center	@Rs: ering for RCC o	309.78 of CC plain (% Cft b) Vertica	l wood.	25092
8	24 Cement plas	Sft ter 1:3 upto 20" h	@Rs: eight 1/2" t (S.	3127.41 I.No:9/P-58	% Sft		751
9	200 Brick on Edg (SR.I.No:P-4		@ Rs: 1:6 cement mo	2344.59 rtor over a b	% Sft ed 3/4" th	ick cement morot	4689 ratio 1:6
10	70 Supplying &	Cft Filling Sand Und	@ Rs: der Floor and p	5256.63 olugging in v	% Cft walls (Sr.I.	No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855
						Total Rs:	151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM SIRAI MOHABAT SETHAR TO BATRO MILE 1/5+330-1/7 & 2/1+220-2/4 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 100,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _____ Time: 1.45 PM.

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM SIRAI MOHABAT SETHAR TO BATRO MILE 1/5+330-1/7 & 2/1+220-2/4 (REMAINING WORK).</u>

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>CONSTT: OF ROAD FROM SIRAI MOHABAT SETHAR TO BATRO MILE</u> <u>1/5+330-1/7 & 2/1+220-2/4 (REMAINING WORK).</u>

То,		
]	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.		
		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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address and being duly imcorporated 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 Prise of
		Rs:
	2	We understand that all the Schedules attached hereto form part o this Bid.
	3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bnak in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	5	We agree to abide by this Bid for the period of form 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	<u> </u>	_ 20
(Signature)			
(orginature)			
(Seal)			
Address:			<u></u>
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - $\underline{\text{CONSTT: OF ROAD FROM SIRAI MOHABAT SETHAR TO BATRO MILE}}$ 1/5+330-1/7 & 2/1+220-2/4 (REMAINING WORK).

Name of	Agency:	
Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL Crand Total (A+R+C)	
	Grand Total (A+B+C)	

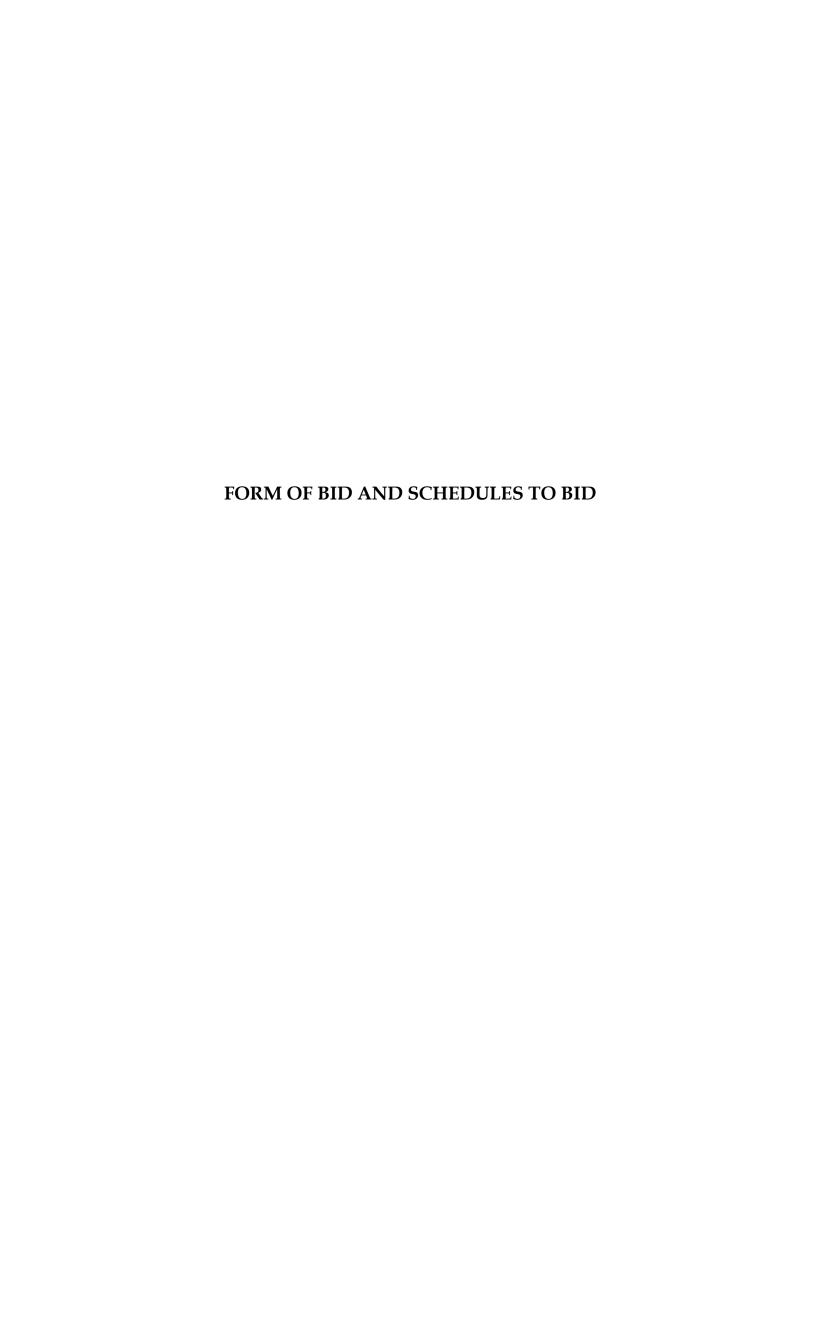
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	Qualification Criteria:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

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

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

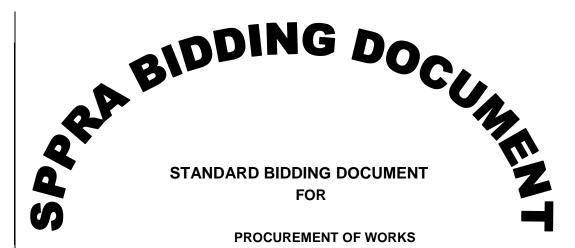
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT: OF ROAD FROM PREETAM SHAKH TRIMORE TO MUHBULLAH SHAH MILE 1/0+440-1/4 (REMAINING WORK).</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad.

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/I	Procuring Agency before issuance of
the Bidding Documents).	

(a). Name of Procuring Agency:	Executive Engineer, Highwa Shaheed Benazir Abad.	ay Division	
(b). Brief Description of Works.	CONSTT: OF ROAD FROM PREI MUHBULLAH SHAH MILE 1/0+4		
(c). Procuring Agency's address	:- Highway Division Shaheed Situated at near Kazi Ahme		
(d). Estimated Cost:-	3.40 (M)		
(e). Amount of Bid Security 2%:-	<u>Rs: 68,000/</u> (Fill in lump su	m amount	
or in % age of bid amount /e	stimated cost, but not exceed	ing 5%)	
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than N	inty days).	
(g). Security Deposit :-(including	ngbidsecurity):- <u>170,000/</u>	<u>5%</u>	
(in % age of bid amount /estima	ted cost equal to 10%)		
(h). Percentage, if any, to be ded	lucted from bills:- <u>102,000/</u>	3%	
(i). Deadline for Submission of Highway Division SBA Near Ka		e Executive Engineer	
(j). Venue, Time, and Date of Bid C Highway Division SBA Near Ka		ngineer	
(k). Name of Contractor.			
(l). Time for Completion from w	vritten order of commence: -	12 Months	
(m). Liquidity damages:	(0.05 of Esti	mated Cost or Bid cost	
Per day of delay, but total no	ot exceeding 10%).		
C.D No:			
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words	
Rate quoted by Contractor. (i) Road Work	% Below/Above		
(ii) RCC Pipe	% Below/Above		
(iii) Culvert Masonery Structure	% Below/Above		
(iv) Bridge	% Below/Above		
_			

Contractor

Bill Of Quantities Sr: No:

02

SHEDULE "B"

Name of Work:-

Constt: of road from Preetam Shakh Trimore to Muhabullah Shah road mile 1/0+440-1/4 (R/Work).

S.No: Item of Work Rate Unit Quantity Amount

1 **Earth work (Formation)**

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

Earth Work Berm W.E.L (2-0

Miles)

113500 Cft 7233.57 821010 % 0Cft

3 **Brick on End Edging**

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

4532 2823.74 % Rft 127972

Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

6798 Cft 10352.41 % Cft 703757

5 3 coats

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

27192 Sft 4229.85 % Sft 1150181

> **Total Rs:** 2802920

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Preetam Shakh Trimore to Muhabullah Shah road mile 1/0+440-1/4 (R/Work).

Quantity S	S.No Item of Work	Rate	Unit	Amount
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Providing & Fixing RCC Pipe 18" inch dia Coller of $\bf B$ Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

160 Rft. Rs. 412.00 P.Rft Rs:65920/-

Total Rs:65920/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

1

3"Span RCC Culvert.

Constt: of road from Preetam Shakh Trimore to Muhabullah Shah road mile Name of Work:-1/0+440-1/4 (R/Work). Calculations Rate S.No: Item Unit Amount Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with execavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4). %0 1600 Cft @Rs: 3176.25 5082 Cft 2 Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8 % Cft 22599 @Rs: 9416.28 Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24) 3 @Rs: 12501.41 % Cft Cement concrete plain including placing compacting finishing and curring complete including 4 screening and washing of stone aggregate without shuttering Ratio 1:2:4(S.I.No:5/P-18) @Rs: 14429.25 % Cft 10822 Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in 5 position making joints and fastering including cost of bending wire also includes removal of rust from bars. % @Rs: 5001.70 Cwt 5.27 Cwt R.C.C work including all labour and material except the cost of steel refocement and its labour 6 for binding and kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface includes sceening and washing of shingle R.C.C work in roof slab beam colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4. @Rs: 309.78 25092 Erection and removal of centering for RCC of CC plain (b) Vertical wood. 7 Sft @Rs: 3127.41 % Sft **751** 8 Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58 200 @Rs: 2344.59 % Sft 4689 9 Brick on Edge Floring laid in 1:6 cement mortor over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46 70 Cft @Rs: 5256.63 % Cft 3680 Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30) **10** 513 @Rs: 1141.25 % Cft 5855

Total 151434 Rs:

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.1 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM PREETAM SHAKH TRIMORE TO MUHBULLAH SHAH MILE 1/0+440-1/4 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

Highway Division Shaheed Benazir Abad. Phone No: 0244-9370133.

Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 68,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _____ Time: 1.45 PM**.**

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - CONSTT: OF ROAD FROM PREETAM SHAKH TRIMORE TO MUHBULLAH SHAH MILE 1/0+440-1/4 (REMAINING WORK).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
- B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>CONSTT: OF ROAD FROM PREETAM SHAKH TRIMORE TO MUHBULLAH SHAH MILE 1/0+440-1/4 (REMAINING WORK).</u>

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address and being duly imcorporated 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 Prise 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 o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bnak in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	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.
	We agree to abide by this Bid for the period of form 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
	We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
	8 We understand that you are not bound to accept the lowest or any Bid you may receive.
	9 We do hereby declare that the Bid is made without any collusion

Comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - $\underline{\text{CONSTT: OF ROAD FROM PREETAM SHAKH TRIMORE TO MUHBULLAH SHAH MILE 1/0+440-1/4 (REMAINING WORK).}}$

Name of Agency:	,	

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL Grand Total (A+B+C)	
T . 1/1		

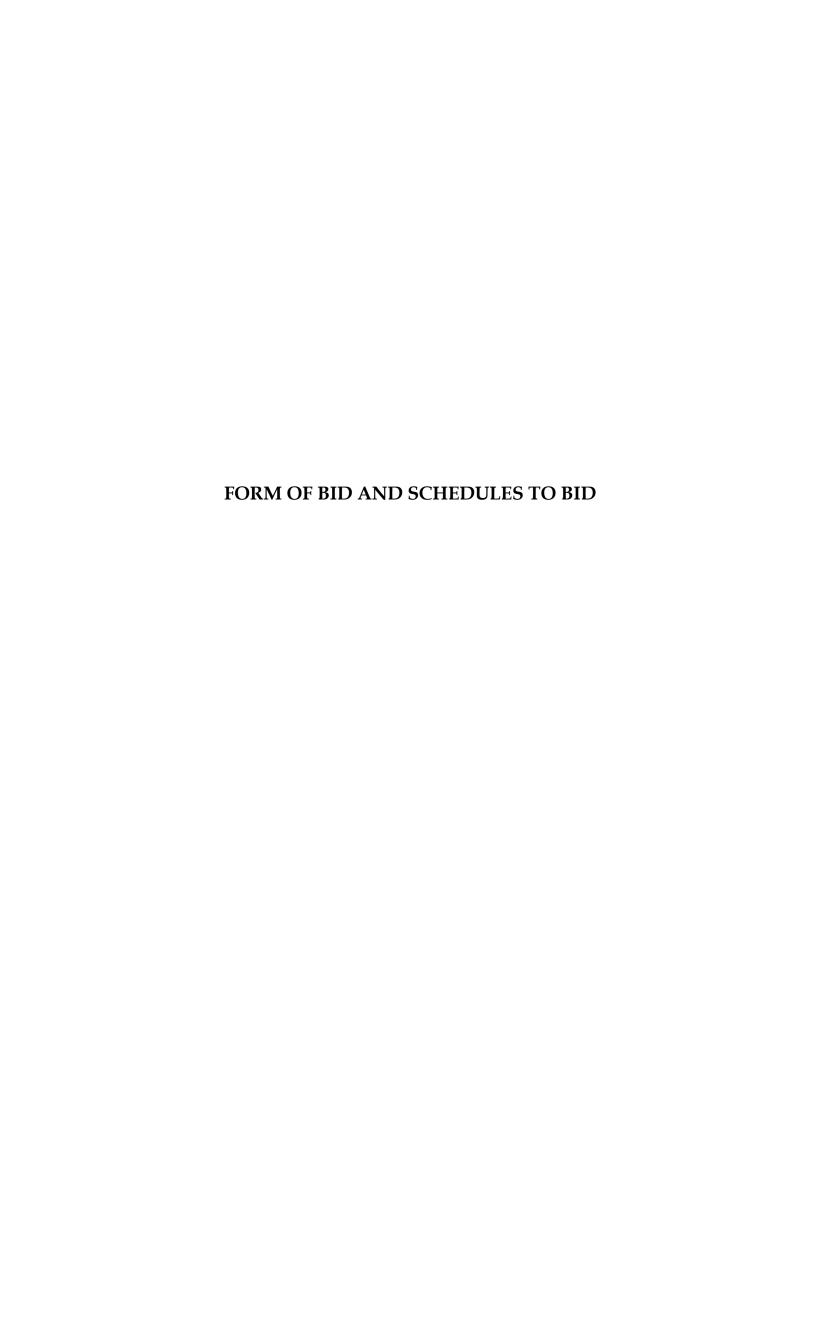
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

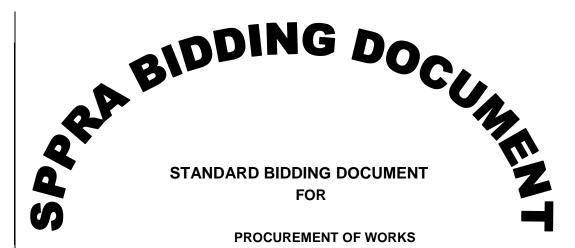
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTT: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAL SHAH MILE 0/0-0/4 (REMAINING WORK).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO	:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER
HIGHWAY DIVISION

INVITATION FOR BIDS

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work)
	which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER HIGHWAY DIVISION

CONTRACTOR

SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(b). Brief Description of Works. CONSTT: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAI SHAH MILE 0/0-0/4 (REMAINING WORK).
(c). Procuring Agency's address:- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>
(d). Estimated Cost:- <u>4.00 (M)</u>
(e). Amount of Bid Security 2%:- Rs: 80,000/ (Fill in lump sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than Ninty days).
(g). Security Deposit :-(including bids ecurity):- 200,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
(h). Percentage, if any, to be deducted from bills:- 112,000/ 3%
(i). Deadline for Submission of Bids along with time: - <u>Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm.</u>
(j). Venue, Time, and Date of Bid Opening: - <u>Office Executive Engineer</u> <u>Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.</u>
(k). Name of Contractor.
(l). Time for Completion from written order of commence: - $\underline{12~\mathrm{Months}}$
(m). Liquidity damages: (0.05 of Estimated Cost or Bid cost
Per day of delay, but total not exceeding 10%).
C.D No:
(n). Deposit Receipt No: Date: Amount :(in words and figures).
Rate quoted by Contractor. (i) Road Work
(ii) RCC Pipe % Below/Above
(iii) Culvert Masonery Structure
(iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from Daur Jamal Shah road mile 3/6 to village Hamid Afzal Shah road mile 0/0-0/4 R/Work).

S.No:	Quantity	Item of Work	Rate	Unit	Amount
1	compacting with optime E/W 85% Density	embankment by buldozers rum moisture contents lead up			
	Miles) 62500 Cft E/W 95-100% D	ensity W.E.L	8681.43	% 0Cft	542589
	12690 Cft E/W On Berms	<u> </u>	11215.37	% 0Cft	142323
	54283 Cft <u>E/W 85% Dension</u> Miles)	ity W.O.L (2-0	7233.57	% 0Cft	392660
	46758 Cft E/W 95-100% D	ensity W.O.L	3656.23	% 0Cft	170958
	9517 Cft E/W On Berms	<u>W.O.L</u>	6190.17	% 0Cft	58912
	6800 Cft		2208.37	% 0Cft	15017
2	approved quarry in req pit/ canal sand having	se urse by supplying and spre uired thickness to proper cam plasticity index of not more the modified AASHO specification	nber and grade ind nen 6% of suitbale	cluding hand packing, fillin quality, watering and com	gvoids with 20 cft pacting to achieve
3	Brick on End E	dging d deging including supply of to the road. Rate includes all	9"x41/2"x3" Ist cl	ass burnt bricks excavation	for laying edging
	3172 Rft		2729.96	% Rft	86594
4	size 1-11/2" in required & non plastic quarry compacting the same as	by supplying and spreading solution thickness to proper camber a fines filling depressions with solution to achive 100% density as performs as directed). (Rate includes)	and grade including the stone metal a certain modified AASI	ng supplying and spreading after initial rolling includi 4O specification.(Rate inclu	g 15 cft: screening ng watering and ding providing &
	4759 Cft		10207.85	% Cft	485792
5	bitumen of 80-100 pend	new or existing surface on etration & 5.0+2.75+1.5)=9.75* I/C cleaning the road surface iage upto site of work.	crush bajri of ap	proved quality of 3/4'-3/8	for and coat and
	22200 04:		4000.00	2/ 25	00====

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

4222.20

Executive Engineer Highway Division Shaheed Benazir Abad

% Sft

Total Rs:

987573

3734270

CONTRACTOR

23390

Sft

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Daur Jamal Shah road mile 3/6 to village Hamid Afzal Shah road mile 0/0-0/4 R/Work).

Quantity	S.No	Item of Work	Rate		Unit	Amount
•	1	Providing & Fiving RCC Pine 18" inch	dia Collor of B	Clase Bandin	a Eivina Poc	itioning i/c

Providing & Fixing RCC Pipe 18" inch dia Coller of **B** Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

96 Rft. Rs. 412.00 P.Rft Rs:39552/-

Total Rs:39552/-

Note: - The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competent authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

3"Span RCC Culvert.

Name of Work:- Constt: of road from Daur Jamal Shah road mile 3/6 to village Hamid Afzal Shah road mile 0/0-0/4 R/Work).

1 Excavation in foundation of building and other structure with execavated earth watering and reet(in ordinary soil)(s.I.No:18/P-4). 1600 Cft @Rs: 3176. 2 Cement concrete brick or stone ballast 1/1/2" gaug 240 Cft @Rs: 9416. 3 Pacca Brick work in foundation and plinth in cemera 372 Cft @Rs: 12501. 4 Cement concrete plain including placing compacting screening and washing of stone aggregate without 75 Cft @Rs: 14429. 5 Fabrication of mild steel reinforcement for cement position making joints and fastering including cost rust from bars, 5.27 Cwt @Rs: 5001. 6 R.C.C work including all labour and material exceptor binding and kinds of forms moulds lifting she exposed surface includes sceening and washing colums rafts lintels and other structure main bars in 81 Cft @Rs: 309.7 6 Erection and removal of centering for RCC of CC p	%0 25 Cft 5082 ge ratio 1:4:8 28 % Cft 22599 nt sand mortar ratio 1:4 (S.I.No:4/P-24) 1.41 % Cft 46505 ng finishing and curring complete including shuttering Ratio 1:2:4(S.I.No:5/P-18) 9.25 % Cft 10822 concrete including cutting bending laying in
feet(in ordinary soil)(s.I.No:18/P-4). 1600 Cft @Rs: 3176. 2 Cement concrete brick or stone ballast 1/1/2" gaug 240 Cft @Rs: 9416. 3 Pacca Brick work in foundation and plinth in cements 372 Cft @Rs: 12507. 4 Cement concrete plain including placing compacting screening and washing of stone aggregate without rescreening and washing of stone aggregate without rescreening and washing joints and fastering including cosmostion making joints and fastering including cosmostrust from bars, 5.27 Cwt @Rs: 5001. 6 R.C.C work including all labour and material exceptor binding and kinds of forms moulds lifting shuexposed surface includes sceening and washing colums rafts lintels and other structure main bars in the str	%0 25 Cft 5082 ge ratio 1:4:8 28 % Cft 22599 Int sand mortar ratio 1:4 (S.I.No:4/P-24) 1.41 % Cft 46505 Ing finishing and curring complete including shuttering Ratio 1:2:4(S.I.No:5/P-18) 9.25 % Cft 10822 concrete including cutting bending laying in st of bending wire also includes removal of
1600 Cft	25 Cft 5082 ge ratio 1:4:8 28 % Cft 22599 Int sand mortar ratio 1:4 (S.I.No:4/P-24) 1.41 % Cft 46505 Ing finishing and curring complete including shuttering Ratio 1:2:4(S.I.No:5/P-18) 9.25 % Cft 10822 Concrete including cutting bending laying in st of bending wire also includes removal of
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exposed surface includes sceening and washing colums rafts lintels and other structure main bars in 81 Cft @Rs: 309.7	
81 Cft @Rs: 309.7	of shingle R.C.C work in roof slab beam
	n position complete in all respect ratio 1:2:4.
7 Erection and removal of centering for RCC of CC p	78 % Cft 25092
O F	lain (b) Vertical wood.
24 Sft @Rs: 3127.	41 % Sft 751
8 Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/	P-58
200 Sft @Rs: 2344.	.59 % Sft 4689
9 Brick on Edge Floring laid in 1:6 cement mortor over	
(SR.I.No:P-46	·
70 Cft @Rs: 5256.	.63 % Cft 3680
10 Supplying & Filling Sand Under Floor and pluggin	00 /0 CIL 5000
513 Cft @Rs: 1141.	
	g in walls (Sr.I.No:29 P-30)
	g in walls (Sr.I.No:29 P-30)
	g in walls (Sr.I.No:29 P-30) 25 % Cft 5855
	g in walls (Sr.I.No:29 P-30)

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.2 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAL SHAH MILE 0/0-0/4 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 80,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - CONSTT: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAL SHAH MILE 0/0-0/4 (REMAINING WORK).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>CONSTT: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAL SHAH MILE 0/0-0/4 (REMAINING WORK).</u>

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise 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 o this Bid.
	3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bnak in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
	8 We understand that you are not bound to accept the lowest or any Bid you may receive.

We do hereby declare that the Bid is made without any collusion Comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
TA7' (
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - $\underline{\text{CONSTT}}$: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAL SHAH MILE 0/0-0/4 (REMAINING WORK).

Name of Agency:	_
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Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL Grand Total (A+B+C)	

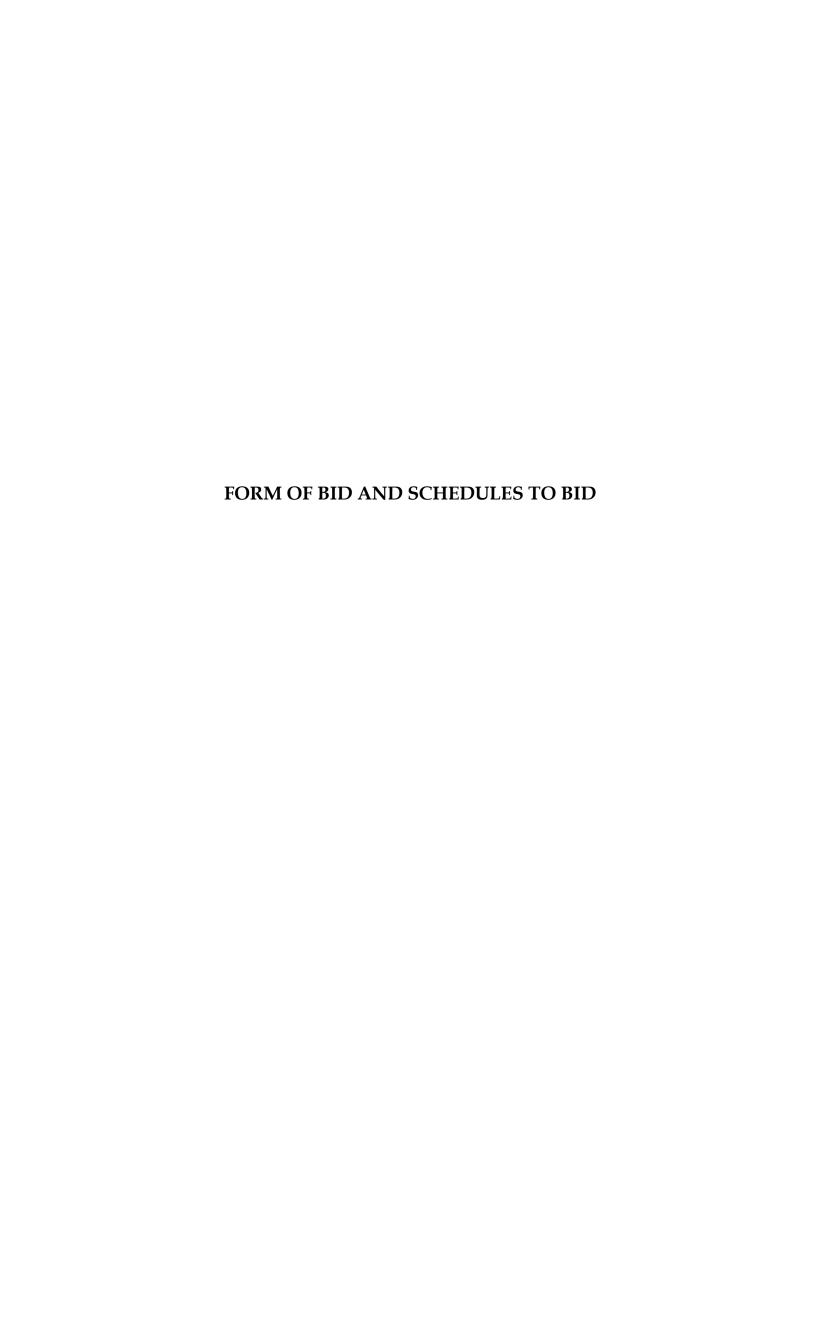
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria	
01	Registration with PEC (if applicable).	
02	NTN.	
03	Sales Tax Registration.	
04	Professional Tax.	
05	Registration with Sindh Revenue Board (SRB).	
	QUALIFICATION CRITERIA:	
05	Minimum three years' experience of relevant field.	
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).	
07	Required Bid Security is attached.	
08	Bid is signed, named and stamped by the authorized person of the firm along with	
	Authorization letter.	
09	Any other factor deemed to be relevant by the procuring agency subject to provision of	
	Rule-44.	

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

- **4.5** (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B) Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

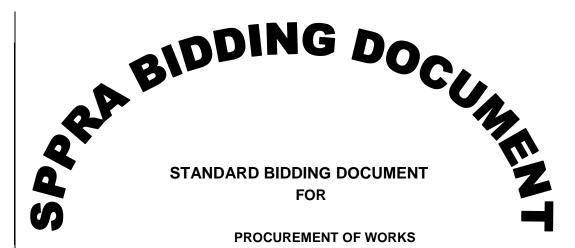
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT</u>: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA HABIBULLAH LAKHO MILE 0/0-0/4 (REMAINING WORK).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2014
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO D.R.NO: DATE:):			
D.R.AMOUNT:				

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the
	Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

<u>bidding data</u>
(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).
(a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.
(b). Brief Description of Works. CONSTT: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA HABIBULLAH LAKHO MILE 0/0-0/4 (REMAINING WORK).
(c). Procuring Agency's address:- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>
(d). Estimated Cost:- <u>3.60 (M)</u>
(e). Amount of Bid Security 2%:- Rs: 72,000/ (Fill in lump sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than Ninty days).
(g). Security Deposit :-(including bids ecurity):- 180,000/ 5%
(in % age of bid amount /estimated cost equal to 10%)
(h). Percentage, if any, to be deducted from bills:- 108,000/ 3%
(i). Deadline for Submission of Bids along with time: - <u>Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm.</u>
(j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.
(k). Name of Contractor.
(l). Time for Completion from written order of commence: - 12 Months

C.D No:

(n). Deposit Receipt No: Date: Amount :(in words and figures).

(m). Liquidity damages: - ______(0.05 of Estimated Cost or Bid cost

Rate quoted by Contractor.

(i) Road Work % Below/Above

Per day of delay, but total not exceeding 10%).

(ii) RCC Pipe % Below/Above

(iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from Dodo Chutto to Fulko Panjabi Via Habibullah Lakho road mile 0/0-0/4 (R/Work).

S.No: Quantity Item of Work Rate Unit Amount

1 <u>Earth work (Formation)</u>

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

E/W On Berms W.O.L

27199 Cft 2208.37 % 0Cft 60065

2 Sub Base Course

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

3011 Cft 9427.20 % Cft 283853

3 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

5438 Rft 2740.38 % Rft 149022

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

8158 Cft 10737.90 % Cft 875998

Ist

5 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

32630 Sft 1676.55 % Sft 547058

6 <u>1 thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 lbs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

32630 Sft 4639.65 %Sft 1513918

Total Rs: 3429914

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Dodo Chutto to Fulko Panjabi Via Habibullah Lakho road mile 0/0-0/4 (R/Work).

	Quantity	S.No	Item of Work	Rate		Unit	Amount
-		1	Providing & Fixing RCC Pipe 18" incl	h dia Coller of l	B Class Band	ing Fixing Po	sitioning i/c
			cutting and filling i/c testing with wa	ster head.			

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Rs. **412.00**

P.Rft

CONTRACTOR

32 Rft.

Executive Engineer Highway Division Shaheed Benazir Abad

Rs:13184/-

Total Rs:13184/-

3"Span RCC Culvert.

Constt: of road from Dodo Chutto to Fulko Panjabi Via Habibullah Lakho Name of Work:road mile 0/0-0/4 (R/Work).

S.No:	Item		Calculations		Unit		Amount
1	the structure		ted earth wateri				refilling around n and lift upto 5
2	1600	Cft	@ Rs: tone ballast 1/1,	3176.25 /2" gauge ra	%0 Cft atio 1:4:8		5082
3	240 Pacca Brick v	Cft vork in founda	@Rs: ation and plinth	9416.28 in cement sa	% Cft and morta	r ratio 1:4 (S.I.	22599 No:4/P-24)
4			@Rs: uding placing cotone aggregate				46505 mplete including 0:5/P-18)
5		naking joints a					10822 bending laying acludes removal
6	for binding a exposed sur	and kinds of fo face includes	orms moulds lif sceening and v	ting shutter vashing of	Cwt ne cost of s ing currir shingle R	ig rendering a .C.C work in	26359 nt and its labour nd finishing the roof slab beam spect ratio 1:2:4.
7	81 Erection and	Cft removal of cer	@Rs: ntering for RCC	309.78 of CC plain	% Cft (b) Vertic	al wood.	25092
8	24 Cement plas	Sft ter 1:3 upto 20	@ Rs: ' height 1/2" t (S	3127.41 6.I.No:9/P-5	% Sft 8		751
9	200 Brick on Edg (SR.I.No:P-46		@Rs: in 1:6 cement me	2344.59 ortor over a	% Sft bed 3/4"	thick cement n	4689 norot ratio 1:6
10	70 Supplying &	Cft Filling Sand U	@Rs: Inder Floor and	5256.63 plugging in	% Cft walls (Sr.	I.No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855
						Total Rs:	151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.3 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA HABIBULLAH LAKHO MILE 0/0-0/4 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 72,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA</u> HABIBULLAH LAKHO MILE 0/0-0/4 (REMAINING WORK).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA HABIBULLAH LAKHO MILE 0/0-0/4 (REMAINING WORK).

	HADIDOLLAH LAKHO MILL 9/0-9/4 (KEMAHMING WORK).
То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bnak in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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

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

performance of the Contract.

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	<u></u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
T17.			
Witness:			
(Circumstance)			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>CONSTT: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA HABIBULLAH LAKHO MILE 0/0-0/4 (REMAINING WORK).</u>

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL Grand Total (A+B+C)	

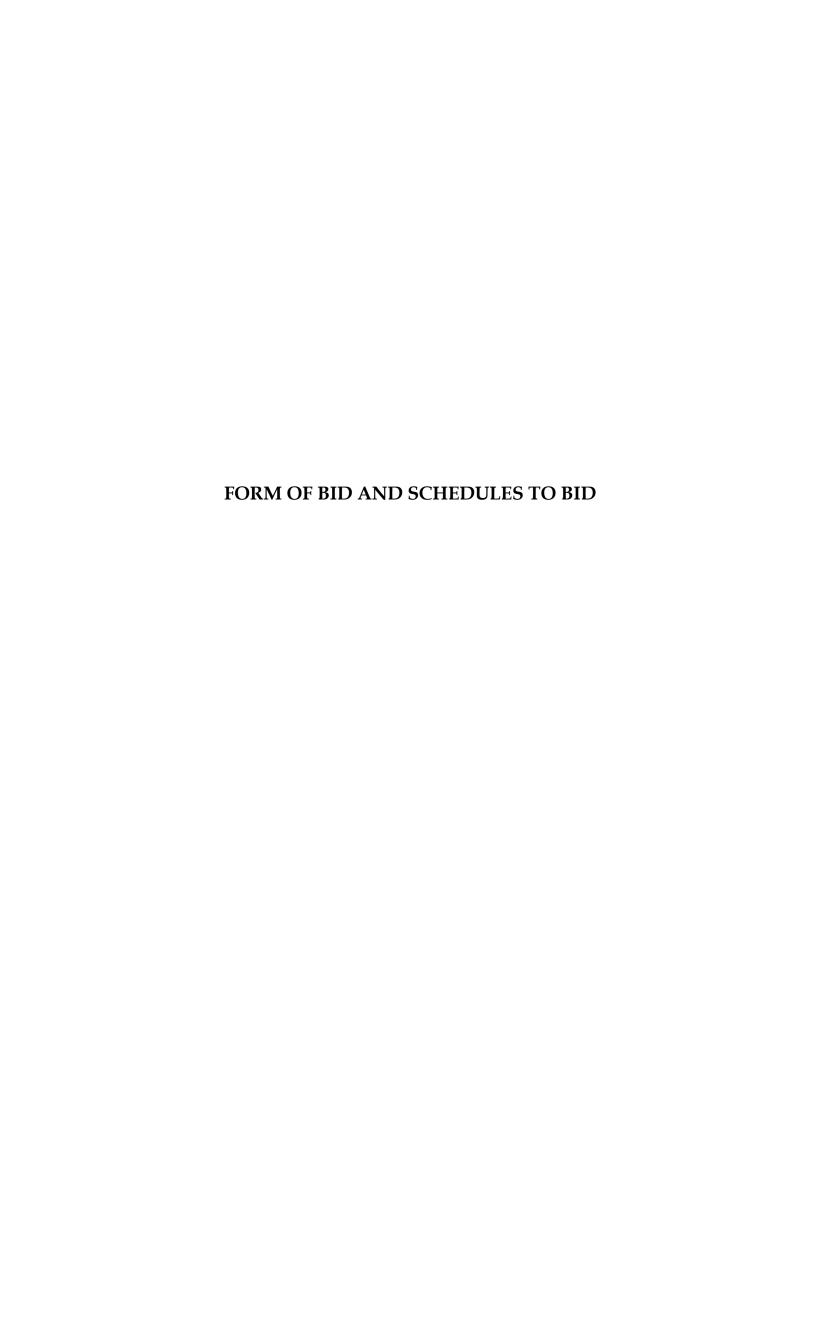
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

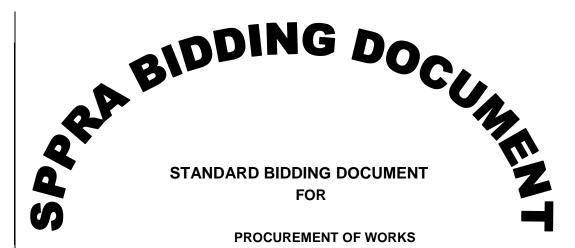
BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT: OF ROAD FROM GUPCHANI NAWAZ DAHRI ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3 (REMAINING WORK).</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2014
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed</u> <u>Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring	ng Agency before issuance of
the Bidding Documents).	

a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.				
	CONSTT: OF ROAD FROM GUPC ROAD 4/2 TO VILLAGE NAZAR B (REMAINING WORK).			
(c). Procuring Agency's address:	- <u>Highway</u> Division Shaheed E Situated at near Kazi Ahmed			
(d). Estimated Cost:-	<u>4.50 (M)</u>			
(e). Amount of Bid Security 2%:-	<u>Rs: 90,000/</u> (Fill in lump sum	amount		
or in % age of bid amount /es	stimated cost, but not exceedin	g 5%)		
(f). Period of Bid Validity (days)	:- 90 Days (Not more than Nin	ty days).		
(g). Security Deposit :-(includin	gbidsecurity):- <u>225,000/</u> 5	<u>%</u> 000		
(in % age of bid amount /estimate	ted cost equal to 10%)			
(h). Percentage, if any, to be ded	ucted from bills:- <u>135,000/</u>	<u>3%</u>		
(i). Deadline for Submission of Employee Highway Division SBA Near Kaz	<u> </u>	Executive Engineer		
(j). Venue, Time, and Date of Bid C Highway Division SBA Near Kaz		<u>ineer</u>		
(k). Name of Contractor.				
(l). Time for Completion from w	ritten order of commence: - 12	2 Months		
(m). Liquidity damages: -	(0.05 of Estim	ated Cost or Bid cost		
Per day of delay, but total no	t exceeding 10%).			
C.D No:				
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words		
Rate quoted by Contractor. (i) Road Work	% Below/Above			
(ii) RCC Pipe	% Below/Above			
(iii) Culvert Masonery Structure	% Below/Above			
(iv) Bridge	% Below/Above			

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from Gupchani Nawaz Dahri road mile 4/2 to village Nazar Khan Bhangwar mile 0/0-0/3 (R/Work).

		•		<u> </u>		
S.No:	Quantity	Item of Work	Rate	Unit	Amount	
1	Earth work (Formation) Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.					
	E/W 85% Den	sity W.O.L				
	142000 Cft		3656.23	% 0Cft	519185	
	E/W 95-100% Density W.O.L					
	28552 Cft		6190.17	% 0Cft	176742	
	E/W On Berms W.O.L					
	20399 Cft		2208.37	% 0Cft	45049	
2	Sub Base Cou	<u>ırse</u>				
	Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.					

Cft **Brick on End Edging**

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

9470.50

4079 2711.50 Rft % Rft 110602

Base Course

12236

3

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

6118 10786.12

Ist

5 <u>co</u>at

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

24473 1662.32 406820 Sft % Sft

1 thick Carpet. 6

CONTRACTOR

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

4591.43 24473 % Sft 1123661 Total Rs: 4200764

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Executive Engineer Highway Division Shaheed Benazir Abad

% Cft

1158810

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Gupchani Nawaz Dahri road mile 4/2 to village Nazar Khan Bhangwar mile 0/0-0/3 (R/Work).

Quantity S.No Item of Work Rate Unit Amount

1 Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

Rs. **412.00**

P.Rft

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

64 Rft.

Executive Engineer Highway Division Shaheed Benazir Abad

Rs:26368/-

Total Rs:26368/-

3"Span RCC Culvert.

Constt: of road from Gupchani Nawaz Dahri road mile 4/2 to village Nazar Name of Work:-Khan Bhangwar mile 0/0-0/3 (R/Work). S.No: Calculations Rate Unit Amount Excavation in foundation of building and other strcture i/c degbilin dressing refilling around 1 the structure with execavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4). %0 1600 Cft @Rs: 3176.25 Cft 5082 2 Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8 % Cft @Rs: 9416.28 22599 Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24) 3 @Rs: 12501.41 % Cft Cement concrete plain including placing compacting finishing and curring complete including 4 screening and washing of stone aggregate without shuttering Ratio 1:2:4(S.I.No:5/P-18) @Rs: 14429.25 % Cft 5 Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastering including cost of bending wire also includes removal of rust from bars, % @Rs: 5001.70 Cwt 5.27 Cwt R.C.C work including all labour and material except the cost of steel refocement and its labour 6 for binding and kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface includes sceening and washing of shingle R.C.C work in roof slab beam colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4. @Rs: 309.78 25092 7 Erection and removal of centering for RCC of CC plain (b) Vertical wood. Sft @Rs: 3127.41 % Sft **751** 8 Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58 200 @Rs: 2344.59 % Sft 4689 9 Brick on Edge Floring laid in 1:6 cement mortor over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46 70 Cft @Rs: 5256.63 % Cft 3680 Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30) 10 513 @Rs: 1141.25 % Cft 5855

Total 151434 Rs:

Note:- The Quantities and Rates are Provisional and or Subjected to revision as ner TS by the competant authority

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.4 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM GUPCHANI NAWAZ DAHRI ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 90,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - CONSTT: OF ROAD FROM GUPCHANI NAWAZ DAHRI ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3 (REMAINING WORK).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>CONSTT: OF ROAD FROM GUPCHANI NAWAZ DAHRI ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3 (REMAINING WORK).</u>

To, The Executive Engineer Highway Division Shaheed Benazir Abad 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 _for the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and being duly imcorporated 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 Total Bid for the 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 o this Bid. As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No._ dated Bnak _ in the amount of Rs:_ drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid. 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. We agree to abide by this Bid for the period of form 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. Unless and until a formal Agreement is prepared and executed, 6 this Bid together with your written acceptance thereof shall constitute a binding contract between us 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. We understand that you are not bound to accept the lowest or

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.

any Bid you may receive.

Dated this	day of	<u> </u>	_ 20
(Signature)			
(Seal)			
A ddwaga.			
Address:			<u> </u>
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>CONSTT: OF ROAD FROM GUPCHANI NAWAZ DAHRI ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3 (REMAINING WORK).</u>

Name of Agency:					
Item No:	Description	Amount			
	Part -A Road Work				
	TOTAL				
	Part -B R.C.C Pipe				
	Bitumen				
	Difference Cost of Bitumen				
	TOTAL				
	Part - C Culvert				
01	Bricks				
	Steel				
	Cement				
	TOTAL				
	Grand Total (A+B+C)				

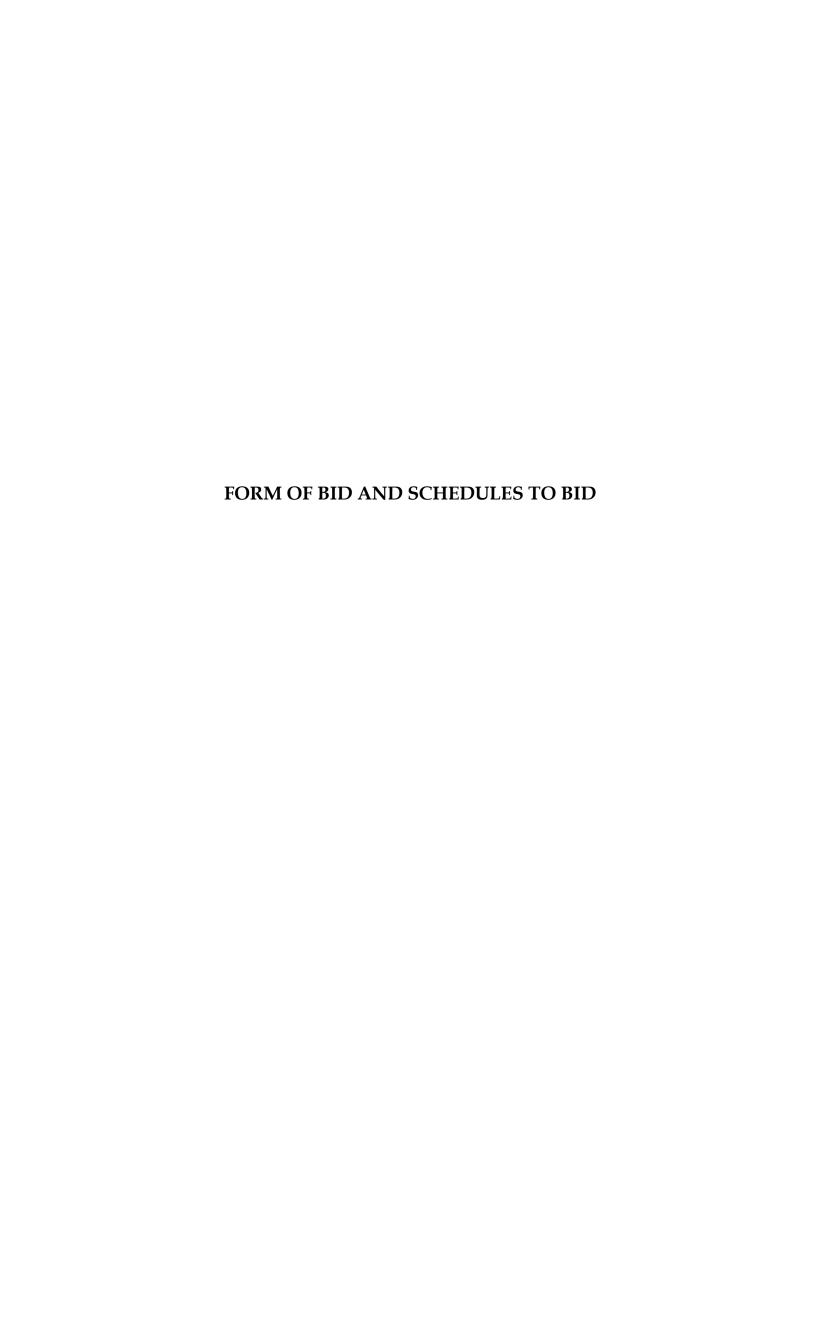
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage
Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

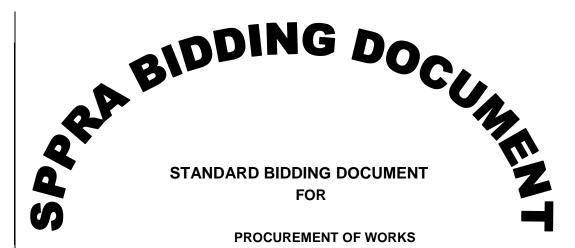
BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4 (REMAINING WORK).</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO:				
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed</u> <u>Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency:	Executive Engineer, Highwa Shaheed Benazir Abad.	y Division
(b). Brief Description of Works.	CONSTT: OF ROAD FROM WAR CHOUDHARY MUHAMMAD AY (REMAINING WORK).	
(c). Procuring Agency's address	:- Highway Division Shaheed Situated at near Kazi Ahmee	•
(d). Estimated Cost:-	5.00 (M)	
(e). Amount of Bid Security 2%:-	<u>Rs: 100,000/</u> (Fill in lump su	m amount
or in % age of bid amount /e	stimated cost, but not exceedi	ng 5%)
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than Ni	nty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>250,000/</u>	<u>5%</u>
(in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be dec	lucted from bills:- <u>150,000/</u>	3%
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>	<u> </u>	e Executive Engineer
(j). Venue, Time, and Date of Bid (<u>Highway Division SBA Near Ka</u>		<u>gineer</u>
(k). Name of Contractor.		
(l). Time for Completion from v	vritten order of commence: - j	12 Months
(m). Liquidity damages: -	(0.05 of Estir	nated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from Waris Ali Lashari Via Choudhary Muhammad Ayoub Rajput mile 0/0-0/4.

S.No: Quantity Item of Work Rate	Unit	Amount
----------------------------------	------	--------

1 Sub Grade

Perparing Sub Grade I/C Earth Excavation of Filling to an average 9' dressing cambe and consolidation with power ruler etc complete.

38069 Cft 526.28 % Cft 200350

1 <u>Earth work (Formation)</u>

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

E/W On Berms W.E.L

27199 Cft 7233.57 % 0Cft 196746

2 Sub Base Course

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

16315 Cft 8864.22 % Cft 1446197

3 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

5438 Rft 2690.88 % Rft 146330

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

8158 Cft 10111.46 % Cft 824893

Ist

5 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

32630 Sft 1672.88 % Sft 545861

6 1 thick Carpet.

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

32630 Sft 4645.75 <u>% Sft 1515908</u>

Total Rs: 4675935

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR Executive Engineer
Highway Division
Shaheed Benazir Abad

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Waris Ali Lashari Via Choudhary Muhammad Ayoub Rajput mile 0/0-0/4.

	Quantity	S.No	Item of Work	Rate		Unit	Amount
1		1	Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c				
	cutting and filling i/c testing with waster head.						

64 Rft. Rs. 412.00 P.Rft Rs:26368/-

Total Rs:26368/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

3"Span RCC Culvert.

Name of Work:-Constt: of road from Waris Ali Lashari Via Choudhary Muhammad Ayoub Rajput mile 0/0-0/4.

	Rajput mile 0/0-0/4.						
S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other structure i/c degbilin dressing refilling around the structure with execavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).						
2	1600 Cement cond	Cft crete brick or st	@Rs: tone ballast 1/1 _/	3176.25 '2" gauge ra	%0 Cft tio 1:4:8		5082
3	240 Pacca Brick	Cft work in founda	@Rs: ation and plinth	9416.28 in cement sa	% Cft and morta	ar ratio 1:4 (S.I.No	22599 o:4/P-24)
4						and curring com atio 1:2:4(S.I.No:5	
5		king joints and				uding cutting ber wire also inclu	
6						steel refocement ng rendering an	
	colums rafts	lintels and oth			sition cor	R.C.C work in r	ect ratio 1:2:4.
7	81 Erection and	Cft I removal of ce	@Rs: ntering for RCC	309.78 of CC plain	% Cft (b) Vertic	cal wood.	25092
8	24 Cement plas	Sft eter 1:3 upto 20	@Rs: ' height 1/2" t (S	3127.41 5.I.No:9/P-5	% Sft 8		751
9	200 Brick on Edg (SR.I.No:P-4		@Rs: in 1:6 cement mo	2344.59 ortor over a	% Sft bed 3/4"	thick cement mo	4689 rot ratio 1:6
10	70 Supplying &	Cft Filling Sand U	@Rs: Jnder Floor and	5256.63 plugging in	% Cft walls (Sr	.I.No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855
						Total Rs:	151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.5 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 100,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4 (REMAINING WORK).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: constt<u>: of road from waris ali lashari via choudhary</u> MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4 (REMAINING WORK).

	_
	O.
_	-,

The Executive Engineer

Gentlemen.

	Highway Division Shaheed Benazir Abad		
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address		
	and being duly imcorporated 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 Prise of Rs:		
	be ascertained in accordance with the said Documents.		
2	We understand that all the Schedules attached hereto form part o this Bid.		
3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bnak in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.		
4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.		
5	We agree to abide by this Bid for the period of form 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.		

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.

any Bid you may receive.

We understand that you are not bound to accept the lowest or

Dated this	day of	<u></u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Agency:

Name of Work: - CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4 (REMAINING WORK).

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	
	I .	İ

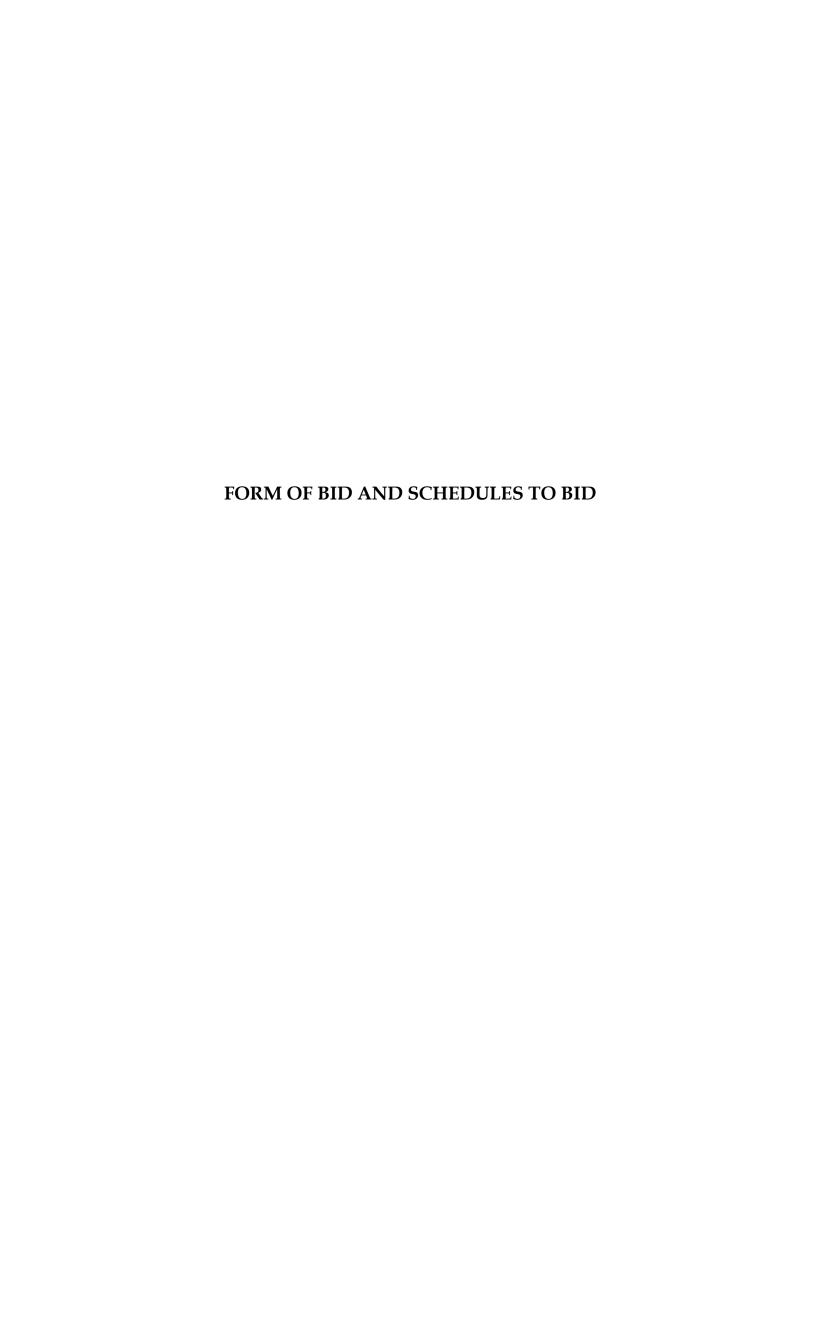
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria		
01	Registration with PEC (if applicable).		
02	NTN.		
03	Sales Tax Registration.		
04	Professional Tax.		
05	Registration with Sindh Revenue Board (SRB).		
	QUALIFICATION CRITERIA:		
05	Minimum three years' experience of relevant field.		
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).		
07	Required Bid Security is attached.		
08	Bid is signed, named and stamped by the authorized person of the firm along with		
	Authorization letter.		
09	Any other factor deemed to be relevant by the procuring agency subject to provision of		
	Rule-44.		

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

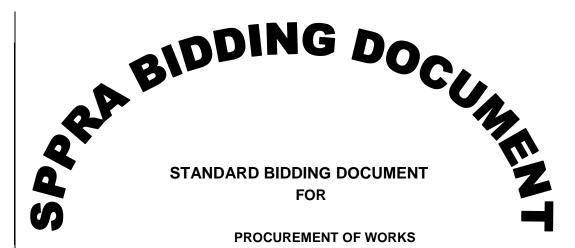
BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
•	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT: OF ROAD FROM SAKRAND KHADHAR ROAD TO VILLAGE SHAH MUHAMMAD JAMALI MILE 0/5+330-0/7.</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO	D:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency	Executive Engineer, Highway Shaheed Benazir Abad.	y Division
(b). Brief Description of Works	5. CONSTT: OF ROAD FROM SAKE VILLAGE SHAH MUHAMMAD J	
(c). Procuring Agency's address	s:- <u>Highway Division Shaheed</u> Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>2.80 (M)</u>	
(e). Amount of Bid Security 2%:-	Rs: 56,000/ (Fill in lump sun	n amount
or in % age of bid amount /e	estimated cost, but not exceeding	ng 5%)
(f). Period of Bid Validity (days	s):- 90 Days (Not more than Ni	nty days).
(g). Security Deposit :-(includi	ingbidsecurity):- <u>140,000/</u>	<u>5%</u>
(in % age of bid amount /estima	ated cost equal to 10%)	
(h). Percentage, if any, to be de	ducted from bills:- <u>84,000/</u>	3%
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>		Executive Engineer
(j). Venue, Time, and Date of Bid <u>Highway Division SBA Near Ka</u>	- •	<u>gineer</u>
(k). Name of Contractor.		
(l). Time for Completion from	written order of commence: - (8 Months
(m). Liquidity damages: -	(0.05 of Estin	nated Cost or Bid cost
Per day of delay, but total n	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad

Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from Sakrand Khadhar road to village Shah Muhammad Iamali mile 0/5+330-0/7.

		Jaman n	111e 0/5+330-0/7.			
S.No:	Qua	antity	Item of Work	Rate	Unit	Amount
1	Earth wor		mbankment by buldozer		ghing mixing clod breaking pto 5" in all type of soil except	
	E/W 85	% Densit	y W.E.L			
	83100	Cft		8681.43	% 0Cft	721427
	E/W 95	<u>-100% De</u>	<u>nsity W.E.L</u>			
	14276	Cft		11215.37	% 0Cft	160111
	<u>E/W O</u> 1	n Berms V	<u>V.E.L</u>			
	10200	Cft		7233.57	% 0Cft	73782
2		se Course				
	approved of pit/ canal s	quarry in requi sand having pl ensity as per m	red thickness to proper ca asticity index of not more	mber and grade in then 6% of suitbale	al 1"11/2" guage of approve cluding hand packing, fillings e quality, watering and compa all cost of materials, T&P an	voids with 20 cft acting to achieve
	6118	Cft		9167.35	% Cft	560858
3	Laying on		deging including supply o		lass burnt bricks excavation for a labour and carriage to the sit	
	2039	Rft		2690.81	% Rft	54866
4	Base Co	<u>ourse</u>				
	size 1-11/2 & non pla compacting	?" in required the estic quarry fing the same as t	hicknessto proper camber nes filling depressions w o achive 100% density as p	and grade includi with stone metal a oer modified AAS	proved quality properly grad ng supplying and spreading after initial rolling including HO specification.(Rate includirials T&P and carriage upto si	15 cft: screening g watering and ing providing &
	3059	Cft		10448.80	% Cft	319629
	<u>Ist</u>					
5	cruch bajri	of 3/8-3/4" gu	_	road surface rollin	0 Ibs of biumen of 80-100 per g after each coat etc eomlete.	
	12236	Sft		1653.60	% Sft	202334
6	Providing Bajri and 5 mixing in	Cft hill sand mechanical m	of approved quality and	gauge with 93 Ibs tion heating the	ber and grade including supp s of bitumen of 80-100 penet material and cleaning to roa	ration including

including all cost of materials T&P and carriage upto site of work.

12236 Sft 4562.05 % Sft 558212

Total Rs: 2651219

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Executive Engineer Highway Division

Shaheed Benazir Abad

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Sakrand Khadhar road to village Shah Muhammad Jamali mile 0/5+330-0/7.

Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" incl		B Class Band	ing Fixing Po	sitioning i/c
		cutting and filling i/c testing with wa	ster head.			
32	Rft.	Rs.	242.80	P.Rft		Rs:7770/-
					Total	Rs:7770/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Constt: of road from Sakrand Khadhar road to village Shah Muhammad Jamali mile 0/5+330-0/7. Name of Work:-

S.No:	Item		Calculations	Rate	Unit	A	mount
1		in foundation				degbilin dressing	
_						in lead up to one c	
	lift upto 5 fe	eet(in ordinary	soil)(s.I.No:18/1	P-4).		-	
					%0		
	1600	Cft	@Rs:	3176.25	Cft		5082
2	Cement cor	ncrete brick or s	tone ballast 1/1,	/2" gauge ra	atio 1:4:8		
					%		
	240	Cft	@Rs:	9416.28	Cft		22599
3	Pacca Brick	work in founda	ation and plinth	in cement s	and mort	ar ratio 1:4 (S.I.No:	4/P-24)
					%		
	372	Cft	@Rs:	12501.41	Cft		46505
4						ing and curring o	
	_	_	l washing of	stone agg	gregate	without shutterin	g Ratio
	1:2:4(S.I.No	:5/P-18)			0.1		
		04:	0.7		%		10000
_	75	Cft	@Rs:	14429.25	Cft		10822
5						including cutting	
		rust from bars,	omis and fasteri	ng meruam	ig cost of	bending wire also	includes
	removar or	rast from bars,					
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6						of steel refocemen	
						ing curring rende	
						shingle R.C.C wor	
			itels and other	structure m	iain bars	in position comple	ete in all
	respect ratio	0 1:2:4.			0/0		
	81	Cft	@Rs:	309.78	Cft		25092
7	_		ntering for RCC			cal wood	23092
,	Licetton un	a removar or ce	incing for itee	or ee pluir		cui wood.	
	24	Sft	@Rs:	3127.41	%		
Q				3147.41			751
8			" boiob+ 1 / 2" + (C	I No.0 / D E	Sft		751
	cement pla	ster 1:3 upto 20	" height 1/2" t (S	S.I.No:9/P-5	58		751
	-	-			58 %		
	200	Sft	@Rs:	2344.59	% Sft		4689
9	200 Brick on Ed	Sft lge Floring laid	@Rs:	2344.59	% Sft	thick cement more	4689
9	200	Sft lge Floring laid	@Rs:	2344.59	% Sft	thick cement more	4689
9	200 Brick on Ed	Sft lge Floring laid	@Rs:	2344.59	% Sft	thick cement more	4689
9	200 Brick on Ed 1:6 (SR.I.No	Sft lge Floring laid b:P-46	@Rs: in 1:6 cement me	2344.59 ortor over a 5256.63	% Sft bed 3/4' % Cft		4689
9	200 Brick on Ed 1:6 (SR.I.No	Sft lge Floring laid b:P-46	@Rs: in 1:6 cement mo	2344.59 ortor over a 5256.63	% Sft bed 3/4' % Cft		4689 ot ratio
	200 Brick on Ed 1:6 (SR.I.No	Sft lge Floring laid b:P-46	@Rs: in 1:6 cement me	2344.59 ortor over a 5256.63	% Sft bed 3/4' % Cft		4689 ot ratio
	200 Brick on Ed 1:6 (SR.I.No	Sft lge Floring laid b:P-46	@Rs: in 1:6 cement me	2344.59 ortor over a 5256.63	% Sft bed 3/4' % Cft n walls (S		4689 ot ratio
	200 Brick on Ed 1:6 (SR.I.No 70 Supplying o	Sft lge Floring laid o:P-46 Cft & Filling Sand U	@Rs: in 1:6 cement me @Rs: Under Floor and	2344.59 ortor over a 5256.63 plugging ir	% Sft bed 3/4' % Cft a walls (S		4689 ot ratio 3680
	200 Brick on Ed 1:6 (SR.I.No 70 Supplying o	Sft lge Floring laid o:P-46 Cft & Filling Sand U	@Rs: in 1:6 cement me @Rs: Under Floor and	2344.59 ortor over a 5256.63 plugging ir	% Sft bed 3/4' % Cft a walls (S	r.I.No:29 P-30)	4689 ot ratio 3680

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.6 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM SAKRAND KHADHAR ROAD TO VILLAGE SHAH MUHAMMAD JAMALI MILE 0/5+330-0/7.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 56,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM SAKRAND KHADHAR ROAD TO VILLAGE SHAH</u> MUHAMMAD JAMALI MILE 0/5+330-0/7.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>Constt: of road from Sakrand Khadhar road to Village</u>
<u>Shah Muhammad Jamali Mile 0/5+330-0/7.</u>

То,		
	F	he Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.		
	1 9 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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	1	and being duly imcorporated 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 Prise 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 o this Bid.
	3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	5	We agree to abide by this Bid for the period of form 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	<u>L</u>	_ 20
(Signature)			
(0 /			
(Seal)			
A delegan			
Address:			
Witness:			
(Signature)			
Name			
Address:			
11du1e55			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM SAKRAND KHADHAR ROAD TO VILLAGE SHAH MUHAMMAD JAMALI MILE 0/5+330-0/7.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
1	Grand Total (A+R+C)	

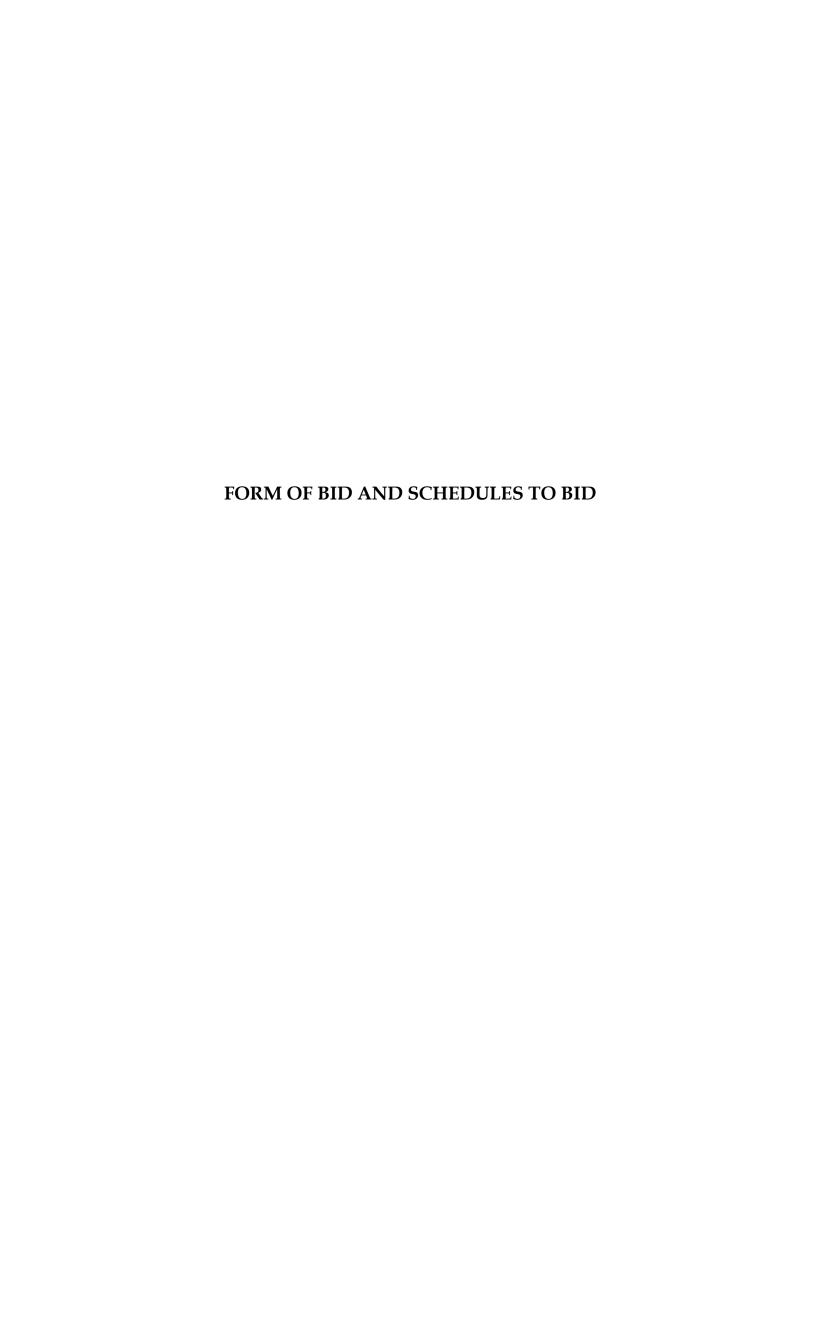
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

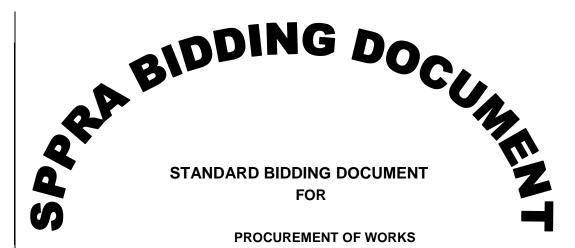
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
, , , , , , , , , , , , , , , , , , ,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4 (REMAINING WORK).</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO	D:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed</u> <u>Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer,
	Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before <u>1.0</u> Hours, on (Date). Bids will be opened at <u>1.45</u> hours
	on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(a). Name of Procuring Agency: Executive Engineer, Highway Division

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

	Shaheed Benazir Abad.	
(b). Brief Description of Works.	CONSTT: OF ROAD FROM NA MILE 11/4 TO VILLAGE HARO (REMAINING WORK).	
(c). Procuring Agency's address	:- <u>Highway Division Shahee</u> Situated at near Kazi Ahm	
(d). Estimated Cost:-	<u>6.30 (M)</u>	
(e). Amount of Bid Security 2%:-	Rs: 126,000/ (Fill in lump	sum amount
or in % age of bid amount /e	estimated cost, but not exceed	ding 5%)
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than N	Ninty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>315,000/</u>	<u>5%</u>
(in % age of bid amount /estima	ated cost equal to 10%)	
(h). Percentage, if any, to be dec	ducted from bills:- 189,000/	3%
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>		ice Executive Engineer
(j). Venue, Time, and Date of Bid C <u>Highway Division SBA Near Ka</u>		<u>Engineer</u>
(k). Name of Contractor.		
(l). Time for Completion from v	vritten order of commence:	- <u>12 Months</u>
(m). Liquidity damages: -	(0.05 of Est	timated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	2
(ii) RCC Pipe	% Below/Above	2
(iii) Culvert Masonery Structure	% Below/Abov	e
(iv) Bridge	% Below/Abov	e
Contractor		Executive Engineer

Highway Division Shaheed Benazir Abad. Part A

SHEDULE "B"

Name of Work:-

Constt: of road from Nawabshah Sakrand road mile 11/4 to village Haroon Khoso mile 0/0-0/2.

S.No: Quantity Item of Work Rate Unit Amount

1 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coasts of materials labour and carriage to the site of work.

2719 Rft 2771.64 % Rft 75361

2 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

8158 Cft 10352.40 % Cft 844549

<u>Ist</u>

3 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

16315 Sft 1650.75 % Sft 269320

4 1" thick Carpet.

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

16315 Sft 4552.35 % Sft 742716

5 Earth work (Formation)

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

E/W On Berms W.E.L

20229 Cft 7233.57 % 0Cft 146328

Total Rs: 2078274

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Executive Engineer Highway Division Shaheed Benazir Abad

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Nawabshah Sakrand road mile 11/4 to village Haroon Khoso mile 0/0-0/2.

 Quantity
 S.No
 Item of Work
 Rate
 Unit
 Amount

 1
 Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

 32
 Rft.
 Rs. 412.00
 P.Rft
 Rs:13184/

 Total
 Rs:13184/

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Constt: of road from Nawabshah Sakrand road mile 11/4 to village Haroon Khoso mile 0/0-0/2.

S.No:	Item		Calculations	Rate	Unit		Amount
1	structure wi		arth watering ar				illing around the ift upto 5 feet(in
2	1600 Cement cond	Cft crete brick or sto	@ Rs: one ballast 1/1/2	3176.25 2" gauge rat	Cft io 1:4:8		5082
3	240 Pacca Brick v	Cft work in founda	@Rs: tion and plinth is	9416.28 n cement sa	% Cft nd mortar	ratio 1:4 (S.I.No	22599 (4/P-24)
4			@Rs: uding placing one aggregate w				46505 mplete including (P-18)
5							10822 ending laying in s removal of rust
6	binding and surface inclu	kinds of forms des sceening ar	moulds lifting s	shuttering cu single R.C.C	arring reno work in re	dering and finishoof slab beam co	26359 and its labour for hing the exposed llums rafts lintels
7	81 Erection and	Cft removal of cen	@ Rs: atering for RCC o	309.78 of CC plain (% Cft (b) Vertica	l wood.	25092
8	24 Cement plas	Sft ter 1:3 upto 20"	@Rs: height 1/2" t (S.	3127.41 I.No:9/P-58	% Sft		751
9	200 Brick on Edg (SR.I.No:P-4		@Rs: n 1:6 cement mos	2344.59 rtor over a b	% Sft ped 3/4" th	ick cement mor	4689 ot ratio 1:6
10	70 Supplying &	Cft Filling Sand U	@ Rs: nder Floor and p	5256.63 olugging in	% Cft walls (Sr.I.	No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855
						Total Rs:	151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T S by the competant authority

CONTRACTOR

Part B

SHEDULE "B"

Name of Work:-

Constt: of road from Nawabshah Sakrand road mile 11/4 to village Haroon Khoso mile 0/2-0/4

		Khoso m	ile 0/2-0/4.			
S.No:	Qua	ntity	Item of Work	Rate	Unit	Amount
1	Earth work		nation) ankment by buldozers incontents lead upto 100" and			ng and compacting
	E/W 85 ^o 110500	<u>% Density</u> Cft	<u>w.E.L</u>	8681.43	% 0Cft	959298
	19034	Cft	nsity W.E.L	11215.37	% 0Cft	213473
	20227	Cft		7233.57	% 0Cft	146313
2	Preparing s quarry in re sand having	equired thickn g plasticity in	by supplying and spread ess to proper camber and dex of not more then 6% ASHO specification, Rate	grade including hand pof suitbale quality, wat	packing, fillingvoids wi ering and compacting	th 20 cft pit/ canal to achieve 98-100%
	8158	Cft		9080.75	% Cft	740808
3	Laying on l		ging deging including supply the road. Rate includes all			
	2719	Rft		2771.64	% Rft	75361

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

8158	Cft	10352.40	% Cft	844549
Tat				

<u>Ist</u>

5 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

10315 Sft 1030./5 % Sft 20	16315	S15 Sft	1650.75	% Sft	269320
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6 <u>1" thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

16315	Sft	4552.35	% Sft	742716
			Total	
			Rs:	3991838

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Nawabshah Sakrand road mile 11/4 to village Haroon Khoso mile 0/2-0/4.

 Quantity
 S.No
 Item of Work
 Rate
 Unit
 Amount

 1
 Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

 32
 Rft.
 Rs. 412.00
 P.Rft
 Rs:13184/

 Total Rs:13184/

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.7 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4 (REMAINING WORK).

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 126,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO</u> VILLAGE HAROON KHOSO MILE 0/0-0/4 (REMAINING WORK).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>Constt: of road from Nawabshah sakrand road</u> MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4 (REMAINING WORK).

To,

The Executive Engineer

Gentlemen.

	Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
2	We understand that all the Schedules attached hereto form part o this Bid.
3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
5	We agree to abide by this Bid for the period of form 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	<u></u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4 (REMAINING WORK).</u>

Name of Agency:	

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL Grand Total (A+B+C)	

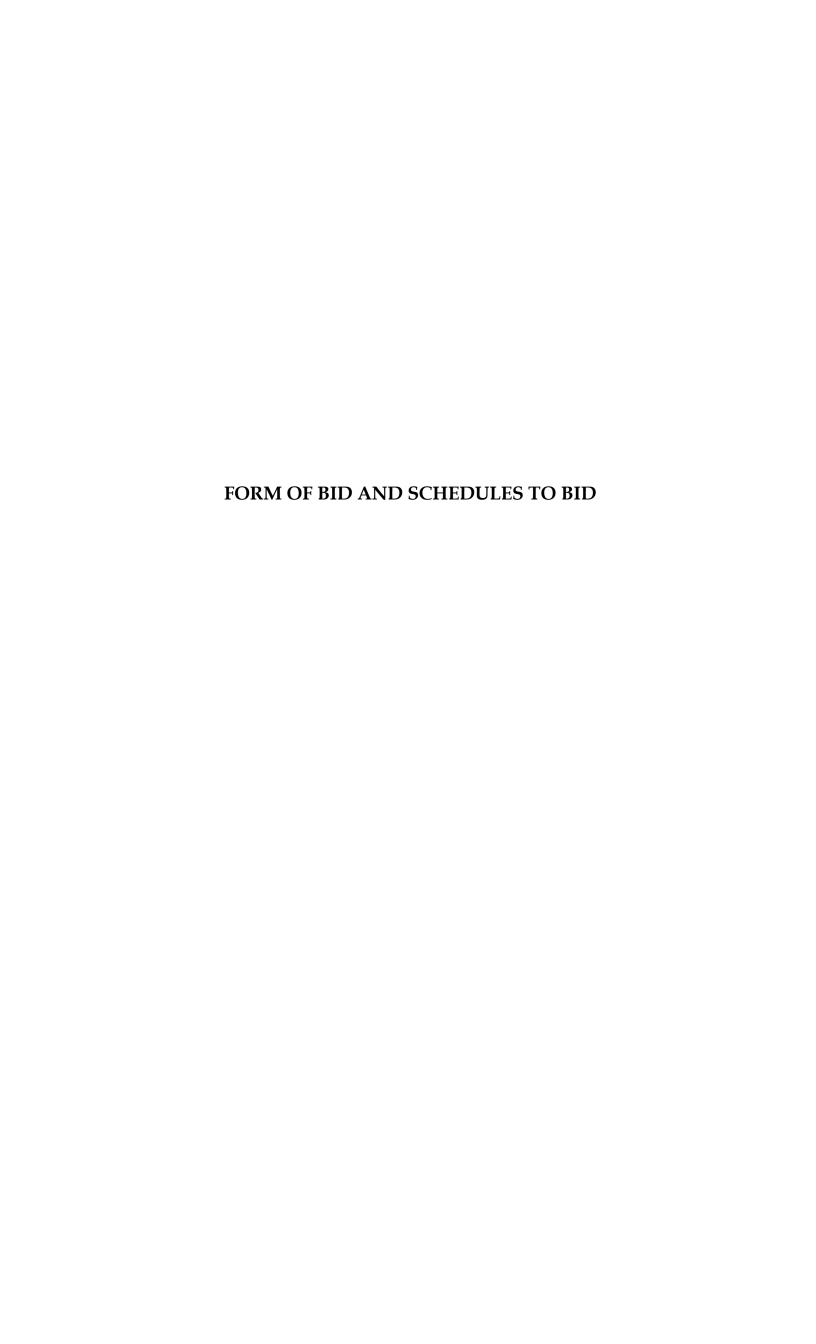
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

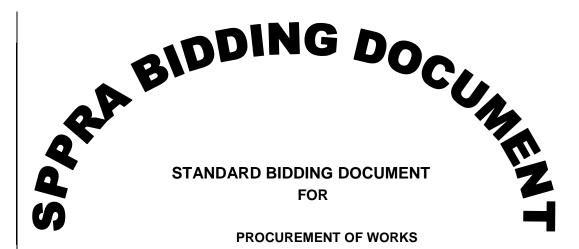
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)						
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)					
Total (A) = $a+b$ in words & fig	gures:					

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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

SRIS & SERVICES DEPARTALES

GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: CONSTT: OF ROAD FROM AHMED SHAH DUR MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE HABIBULLAH JAMALI MILE 0/0-0/3 (REMAINING WORK).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO):			
D.R.NO: DATE: D.R.AMOUNT:				
D.R.AWOUNT.				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad.

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the
	Procuring Agency, at <u>Near Kazi Ahmed</u> <u>Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER HIGHWAY DIVISION

CONTRACTOR

SHAHEED BENAZIR ABAD

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

BIDDING DATA

(a). Name of Procuring Agency: Executive Engineer, Highway Division

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

	Shaheed Benazir Abad.	
(b). Brief Description of Works.	CONSTT: OF ROAD FROM AHME MUHAMMAD PHATAK ROAD M HABIBULLAH JAMALI MILE 0/0-0	ILE 1/0 TO VILLAGE
(c). Procuring Agency's address:	:- Highway Division Shaheed E Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>2.50 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 50,000/</u> (Fill in lump sum	amount
or in % age of bid amount /e	stimated cost, but not exceedin	g 5%)
(f). Period of Bid Validity (days)):- <u>90 Days</u> (Not more than Nin	ty days).
(g). Security Deposit :-(includin	ngbidsecurity):- <u>125,000/</u> 5	<u>%</u>
in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	lucted from bills:- <u>75,000/</u> <u>3</u>	<u>%</u> 00/0
(i). Deadline for Submission of Highway Division SBA Near Ka		Executive Engineer
j). Venue, Time, and Date of Bid C Highway Division SBA Near Ka	- 0	<u>ineer</u>
(k). Name of Contractor.		
(l). Time for Completion from w	vritten order of commence: - 12	2 Months
(m). Liquidity damages:	(0.05 of Estim	ated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
_		
51 4 4		

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from Ahmed Shah Dur Muhammad Phatak road mile 1/0 to village Habibullah Jamali mile 0/0-0/3 (R/Work)

		to villag	c 11u010 unun jumun	mine of o of o	(19 / VOIR)	
S.No:	Qua	ntity	Item of Work	Rate	Unit	Amount
1		ork (For				
			oankment by buldozers includ contents lead upto 100" and li	01 0 0	0	ng and compacting
	E/W On	Berms \	W.E.L (2-0 Miles)			
	56000	Cft		7233.57	% 0Cft	405080
2	Base Co	ourse				
Preparing Base course by supplying and spreading stone metal of approved quality properly grade size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 non plastic quarry fines filling depressions with stone metal after initial rolling including watering at the same as to achive 100% density as per modified AASHO specification. (Rate including property Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of we				15 cft: screening & ng and compacting providing & using		
	1544	Cft		9677.76	% Cft	149425

1544

Ist

3 <u>coat</u>

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft $cruch \ bajri \ of \ 3/8-3/4" \ guage \ including \ cleaning \ to \ road \ surface \ rolling \ after \ each \ coat \ etc \ eomlete. \ Rate \ includes \ all \ each \ coat \ etc \ eomlete.$ cost of materials T&P and Carriage upto site of work.

24473

1662.21

% Sft

406793

1 thick Carpet.

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

24473 Sft 4627.91

% Sft

1132588

2093886 Total Rs:

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Ahmed Shah Dur Muhammad Phatak road mile 1/0 to village Habibullah Jamali mile 0/0-0/3 (R/Work)

Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" inch cutting and filling i/c testing with was		Class Bandi	ng Fixing Pos	sitioning i/c
32	Rft.	Rs.	412.00	P.Rft		Rs:13184/-
					Total	Rs:13184/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

3"Span RCC Culvert.

Name of Work:- Constt: of road from Ahmed Shah Dur Muhammad Phatak road mile 1/0 to village Habibullah Jamali mile 0/0-0/3 (R/Work)

S.No:	Item		Calculations	Rate	Unit		Amount
1	the structure		f building and o ed earth waterir o:18/P-4).		nin lead u		
	4.600	04:	0.7		%0		
2	1600 Cement conc	Cft rete brick or st	@Rs: one ballast 1/1/	3176.25 2" gauge rat	Cft io 1:4:8		5082
3	240 Pacca Brick w	Cft vork in founda	@Rs: tion and plinth i	9416.28 n cement sa	% Cft nd mortai	ratio 1:4 (S.I.N	22599 Jo:4/P-24)
4			@Rs: ading placing co tone aggregate w				
5		ing joints and	@Rs: nforcement for confastering includes				
					%		
6	for binding a exposed surf	and kinds of fo face includes	@Rs: bour and materi orms moulds lift sceening and w er structure main	ing shuttering ashing of sl	ng currin hingle R.	g rendering an C.C work in 1	d finishing the coof slab beam
7	81 Erection and	Cft removal of cer	@ Rs: ntering for RCC	309.78 of CC plain (% Cft (b) Vertica	al wood.	25092
8	24 Cement plast	Sft er 1:3 upto 20"	@Rs: height 1/2" t (S.	3127.41 I.No:9/P-58	% Sft		751
9	200 Brick on Edg (SR.I.No:P-46		@Rs: n 1:6 cement mo	2344.59 rtor over a b	% Sft ed 3/4" tl	hick cement mo	4689 orot ratio 1:6
10	70 Supplying &	Cft Filling Sand U	@ Rs: nder Floor and _I	5256.63 plugging in v	% Cft walls (Sr.l	No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855

Total Rs: 151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.8 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM AHMED SHAH DUR MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE HABIBULLAH JAMALI MILE 0/0-0/3 (REMAINING WORK).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

Highway Division Shaheed Benazir Abad. Phone No: 0244-9370133. Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 50,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM AHMED SHAH DUR MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE HABIBULLAH JAMALI MILE 0/0-0/3 (REMAINING WORK).</u>

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM AHMED SHAH DUR MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE HABIBULLAH JAMALI MILE 0/0-0/3 (R/Work)

To,

The Executive Engineer

Gentlemen.

9

	Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise 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 o this Bid.
3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
5	We agree to abide by this Bid for the period of form the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6	Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
7	We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
8	We understand that you are not bound to accept the lowest or any Bid you may receive.

We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>CONSTT: OF ROAD FROM AHMED SHAH DUR MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE HABIBULLAH JAMALI MILE 0/0-0/3 (R/Work)</u>

Name of	Agency:		
Item No:	Description	Amount	

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

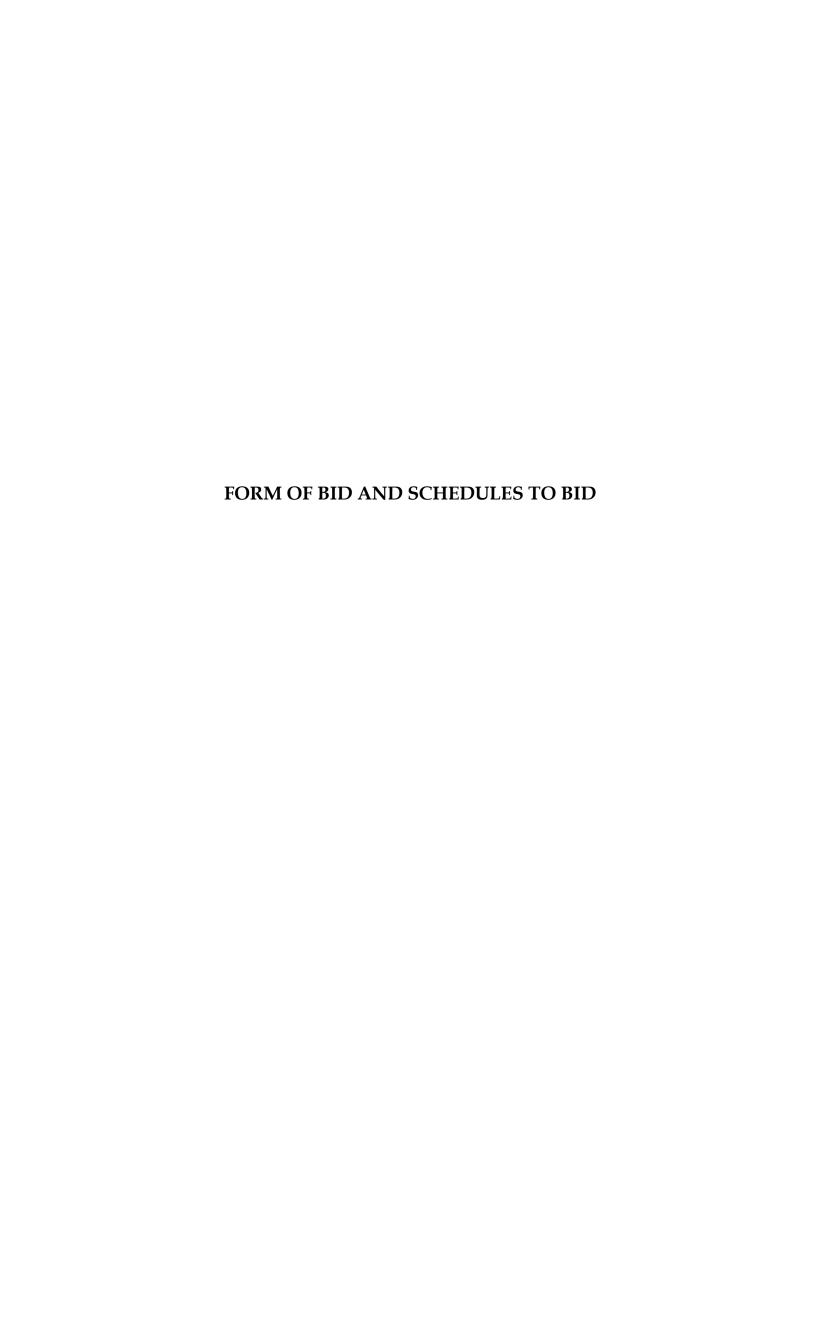
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

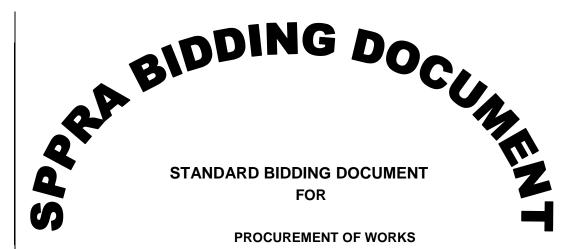
BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
, , , , , , , , , , , , , , , , , , ,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR MUHAMMAD LAKHO MILE 0/2-1/0.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2014
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO	D:			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

1 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad.

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	EXECUTIVE ENGINEER
	or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. <u>2%</u> Rs:
	payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed Road Nawabshah</u> (Mailing Address).
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon
	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(a). Name of Procuring Agency: Executive Engineer, Highway Division

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

	Shaheed Benazir Abad.						
(b). Brief Description of Works. <u>CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR MUHAMMAD LAKHO MILE 0/2-1/0.</u>							
(c). Procuring Agency's address:	- <u>Highway Division Shaheed</u> Situated at near Kazi Ahmed						
(d). Estimated Cost:-	<u>9.70 (M)</u>						
(e). Amount of Bid Security 2%:-	<u>Rs: 194,000/</u> (Fill in lump su	m amount					
or in % age of bid amount /es	stimated cost, but not exceeding	ng 5%)					
(f). Period of Bid Validity (days)	:- 90 Days (Not more than Ni	nty days).					
(g). Security Deposit :-(includin	gbidsecurity):- <u>485,000/</u>	<u>5%</u>					
(in % age of bid amount /estimat	ted cost equal to 10%)						
(h). Percentage, if any, to be ded	ucted from bills:- 291,000/	3%					
(i). Deadline for Submission of l Highway Division SBA Near Kaz		Executive Engineer					
(j). Venue, Time, and Date of Bid O <u>Highway Division SBA Near Kaz</u>	- •	<u>gineer</u>					
(k). Name of Contractor.							
(l). Time for Completion from w	ritten order of commence: - 1	2 Months					
(m). Liquidity damages: -	(0.05 of Estin	nated Cost or Bid cost					
Per day of delay, but total no	t exceeding 10%).						
C.D No:							
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words					
Rate quoted by Contractor. (i) Road Work	% Below/Above						
(ii) RCC Pipe	% Below/Above						
(iii) Culvert Masonery Structure	% Below/Above						
(iv) Bridge	% Below/Above						
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.					

SHEDULE "B"

Name of Work:-

Constt: of road from Meekaro Bunglow to village Mir Muhammad Lakho mile 0/2-1/0.

S.No:	Quantity	Item of Work	Rate	Unit	Amount		
1	Earth work (Formation)						
	Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compactive with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.						
	E/W 85% Density	y W.O.L					
	312105 Cft		3656.23	% 0Cft	1141128		
	E/W 95-100% De	nsity W.O.L					
	57103 Cft		6190.17	% 0Cft	353477		
	E/W On Berms V	V.O.L					
	60682 Cft		2208.37	% 0Cft	134008		
2	Sub Base Course	!					

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

24473 Cft 9687.00 % Cft 2370700

3 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

8158 Rft 2844.58 % Rft 232063

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

24473 Cft 11027.05 % Cft 2698650

Ist

5 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

48946 Sft 1670.80 % Sft 817790

6 <u>1 thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

48946 Sft 4620.25 % Sft 2261428

Total Rs: 10009242

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Meekaro Bunglow to village Mir Muhammad Lakho mile 0/2-1/0.

	Quantity	S.No	Item of Work	Rate		Unit	Amount
_		1	Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c				

Providing & Fixing RCC Pipe 18^{\shortparallel} inch dia Coller of **B** Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

64 Rft. Rs. 412.00 P.Rft Rs:26368/-

Total Rs:26368/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Constt: of road from Meekaro Bunglow to village Mir Muhammad Lakho mile 0/2-1/0.

S.No:	Item		Calculations	Rate	Unit	Amount
1	structure wit		arth watering a			ilin dressing refilling around the one chain and lift upto 5 feet(in
	1.000	CC	e D	2156.25	% 0	F00 2
2	1600 Cement conc	Cft crete brick or st	@Rs: one ballast 1/1/	3176.25 2" gauge ra	Cft atio 1:4:8	5082
3	240 Pacca Brick v	Cft work in founda	@Rs: tion and plinth	9416.28 in cement s	% Cft and mortar	22599 ratio 1:4 (S.I.No:4/P-24)
4					finishing	46505 and curring complete including io 1:2:4(S.I.No:5/P-18)
5					ncrete incl bending w	10822 uding cutting bending laying in ire also includes removal of rust
6	binding and surface inclu	kinds of forms ides sceening	moulds lifting s and washing of	huttering c shingle R	curring rend .C.C work	26359 eel refocement and its labour for dering and finishing the exposed in roof slab beam colums rafts spect ratio 1:2:4.
7	81 Erection and	Cft removal of cer	@ Rs :	309.78 of CC plain	% Cft ı (b) Vertica	25092 al wood.
8	24	Sft	@Rs: height 1/2" t (S	3127.41	% Sft	751
9	200 Brick on Edg (SR.I.No:P-46		@Rs: n 1:6 cement mo	2344.59 ortor over a	% Sft bed 3/4" th	4689 nick cement morot ratio 1:6
10	70 Supplying &	Cft Filling Sand U	@ Rs: Inder Floor and	5256.63 plugging in	% Cft walls (Sr.I	3680 .No:29 P-30)
	513	Cft	@Rs:	1141.25	% Cft	5855
					,	Total Rs: 151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.9 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR MUHAMMAD LAKHO MILE 0/2-1/0.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 194,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR</u> MUHAMMAD LAKHO MILE 0/2-1/0.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>Constt: of road from Meekaro Bunglow to Village Mir</u> MUHAMMAD LAKHO MILE 0/2-1/0.

To,

The Executive Engineer

Gentlemen.

	Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise 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 o this Bid.
3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
5	We agree to abide by this Bid for the period of form 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

We do hereby declare that the Bid is made without any collusion

comparison of figures or arrangement with any other person or

any Bid you may receive.

persons making a Bid for the Works.

9

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - $\underline{\text{CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR}}$ $\underline{\text{MUHAMMAD LAKHO MILE 0/2-1/0.}}$

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

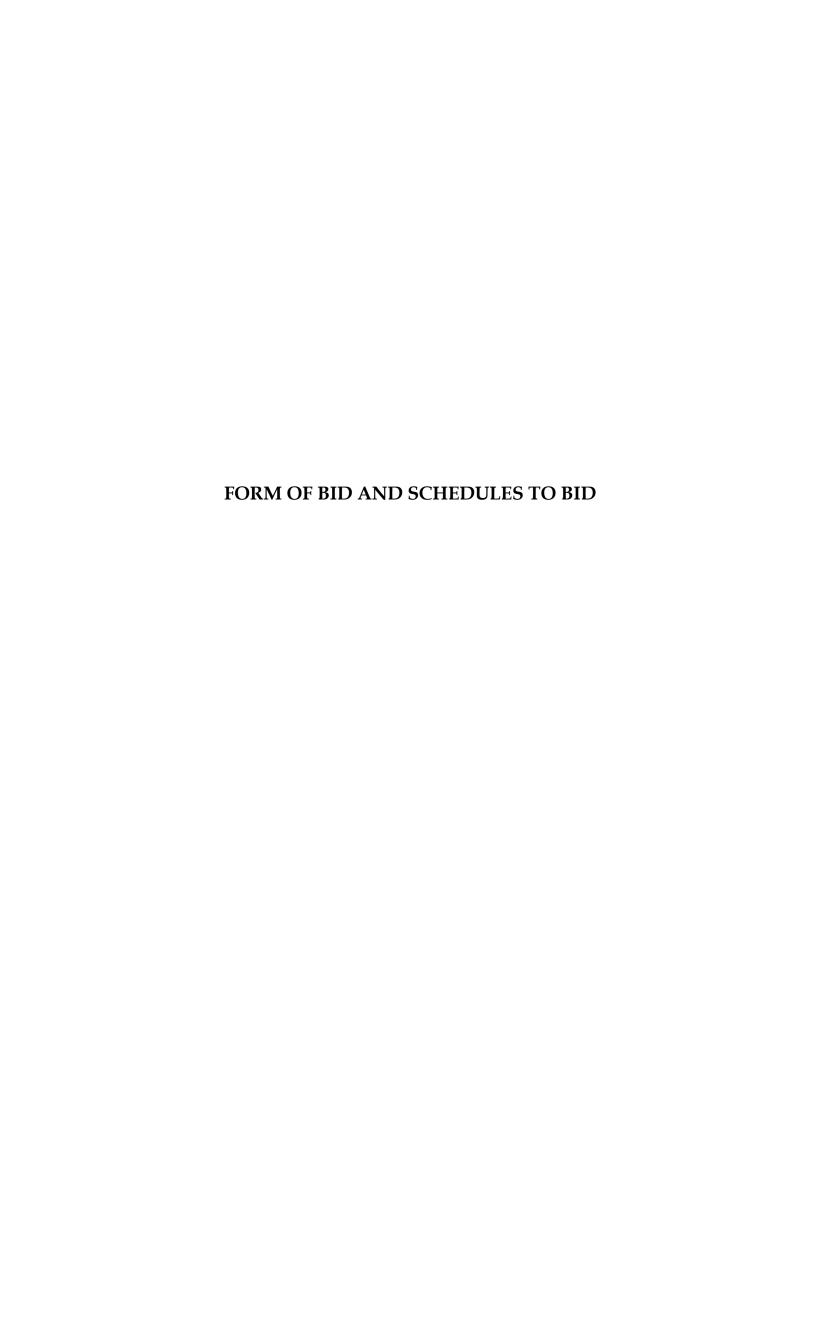
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

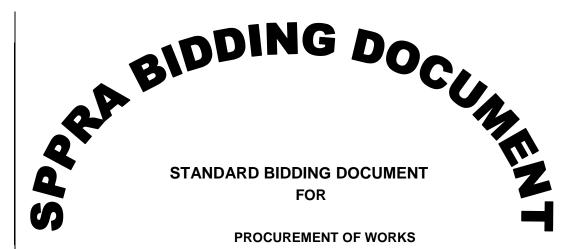
BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTT: OF ROAD FROM MISRI KHOSO ROAD TO MEHRABPUR ROAD TO VILLAGE GHANDHYA MILE 0/0-0/2.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	•			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

1 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad.

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	/ Division
(b). Brief Description of Works.	CONSTT: OF ROAD FROM MISR MEHRABPUR ROAD TO VILLAG	
(c). Procuring Agency's address:	- <u>Highway Division Shaheed</u> Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>5.70 (M)</u>	
(e). Amount of Bid Security 2%:-	Rs: 114,000/ (Fill in lump su	m amount
or in % age of bid amount /ea	stimated cost, but not exceedir	ng 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Ni	nty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>285,000/</u> 5	<u>5%</u>
(in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	lucted from bills:- <u>171,000/</u>	3%
(i). Deadline for Submission of Highway Division SBA Near Kaz		Executive Engineer
(j). Venue, Time, and Date of Bid C Highway Division SBA Near Kaz	- 0	<u>zineer</u>
(k). Name of Contractor.		
(l). Time for Completion from w	vritten order of commence: - <u>1</u>	2 Months
(m). Liquidity damages: -	(0.05 of Estim	nated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.

11

SHEDULE "B"

Name of Work:-

Constt: of road from Misri Khan Khoso road to Mehrabpur road to village Ghandhya mile 0/0-0/2.

S.No:	Quantity	Item of Work	Rate	Unit	Amount
1	Earth work (Fori	nation)			
		oankment by buldozers incl contents lead upto 100" and l		mixing clod breaking dressir ype of soil except rock.	ng and compacting
	E/W 85% Densit	y W.E.L			
	110500 Cft		8681.43	% 0Cft	959298
	E/W 95-100% De	nsity W.E.L			
	19034 Cft		11215.37	% 0Cft	213473
	E/W On Berms V	<u>V.E.L</u>			
	20228 Cft		7233.57	% 0Cft	146321

2 Sub Base Course

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

8158 Cft 9470.12 % Cft 772577

3 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

2719 Rft 2690.88 % Rft 73165

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

8158 Cft 10785.69 % Cft 879897

<u>Ist</u>

5 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

16315 Sft 1663.62 % Sft 271420

6 <u>1 thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

16315 Sft 4595.98 % Sft 749834 Total Rs: 4065980

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Misri Khan Khoso road to Mehrabpur road to village Ghandhya mile 0/0-0/2.

Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" inch cutting and filling i/c testing with was		Class Bandii	ng Fixing Positi	oning i/c
64	Rft.	Rs.	412.00	P.Rft	Total	Rs:26368/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Constt: of road from Misri Khan Khoso road to Mehrabpur road to village Ghandhya mile 0/0-0/2.

	Unit	Rate	Calculations		Item	S.No:
dressing refilling around the chain and lift upto 5 feet(in			arth watering an	n execavated ea	structure wi	1
5082	%0 Cft	3176.25	@Rs:	(s.I.No:18/P-4)	ordinary soi	
3002			one ballast 1/1/2			2
22599 o 1:4 (S.I.No:4/P-24)	% Cft d mortar 1	9416.28 n cement san	@Rs: ion and plinth in	Cft ork in foundat	240 Pacca Brick	3
46505 curring complete including 2:4(S.I.No:5/P-18)						4
10822 ag cutting bending laying in also includes removal of rust						5
	0/0					
26359 refocement and its labour for ng and finishing the exposed oof slab beam colums rafts tratio 1:2:4.	Cwt cost of stee ring rende .C work in	nuttering cur shingle R.C.	moulds lifting sl	kinds of forms i des sceening a	binding and surface incl	6
refocement and its labour for ing and finishing the exposed oof slab beam colums rafts at ratio 1:2:4.	Cwt cost of stee ring rende .C work in e in all res % Cft	I except the nuttering cur shingle R.C. ion complete 309.78	our and materia moulds lifting sl nd washing of	ncluding all lab kinds of forms a des sceening a her structure m	R.C.C work binding and surface incl lintels and c	6 7
refocement and its labour for ing and finishing the exposed oof slab beam colums rafts at ratio 1:2:4.	Cwt cost of stee ring rende .C work in e in all res % Cft	I except the nuttering cur shingle R.C. ion complete 309.78 f CC plain (I 3127.41	oour and materia moulds lifting sl nd washing of ain bars in posit @Rs:	ncluding all lab kinds of forms a des sceening a her structure m Cft removal of cen	R.C.C work binding and surface incl lintels and comments and comments are surfaced by the surface of the surfac	
refocement and its labour for and finishing the exposed oof slab beam colums rafts at ratio 1:2:4. 25092	Cwt cost of stee ring rende C work in e in all resp % Cft b) Vertical % Sft % Sft	Il except the nuttering cur shingle R.C. ion complete 309.78 f CC plain (last 127.41 a.No:9/P-58 2344.59	oour and materia moulds lifting sl nd washing of ain bars in posit @Rs: tering for RCC o @Rs: height 1/2" t (S.I @Rs:	ncluding all labeled scients of forms and des sceening and her structure much cert. Cft removal of center 1:3 upto 20". Sft er Floring laid in	R.C.C work binding and surface incl lintels and compared to the surface of the su	7
refocement and its labour for ng and finishing the exposed oof slab beam colums rafts at ratio 1:2:4. 25092 bod. 751 4689 cement morot ratio 1:6	Cwt cost of stee rring rende C work in e in all resp % Cft b) Vertical % Sft % Sft ed 3/4" thi % Cft	al except the nuttering cur shingle R.C. ion complete 309.78 of CC plain (last 127.41 and 127.41 and 127.45 an	oour and materia moulds lifting sl nd washing of ain bars in posit @Rs: tering for RCC o @Rs: height 1/2" t (S.I @Rs:	ncluding all lab kinds of forms a des sceening a her structure m Cft removal of cen Sft er 1:3 upto 20": Sft er Floring laid in	R.C.C work binding and surface incl lintels and comparison of the surface of the	7
refocement and its labour for ng and finishing the exposed oof slab beam colums rafts at ratio 1:2:4. 25092 bod. 751 4689 cement morot ratio 1:6	Cwt cost of stee rring rende C work in e in all resp % Cft b) Vertical % Sft % Sft ed 3/4" thi % Cft	al except the nuttering cur shingle R.C. ion complete 309.78 of CC plain (last 127.41 and 127.41 and 127.45 an	oour and materia moulds lifting sk nd washing of ain bars in posit @Rs: tering for RCC of @Rs: height 1/2" t (S.1 @Rs: n 1:6 cement mon	ncluding all lab kinds of forms a des sceening a her structure m Cft removal of cen Sft er 1:3 upto 20": Sft er Floring laid in	R.C.C work binding and surface incl lintels and comparison of the surface of the	7 8 9

or Subjected to revision as

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority

CONTRACTOR

16"Span RCC slab Bridge.

Name of Work:- Constt: of road from Misri Khan Khoso road to Mehrabpur road to village Ghandhya mile 0/0-0/2.

		1	•	Ī	1	ı	1	
S.No:	Item		Calculations	Rate	Unit		Amount	
1	Excavation in foundation of building and other structure i/c degbilin dressing refilling around the structure with execavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).							
					%0			
_	9191	Cft	@Rs:	3176.25	Cft		29193	
2	Cement conc	rete brick or sto	ne ballast 1/1/2	" gauge ratio	o 1:4:8			
3	1435 Pacca Brick w	Cft vork in foundat	@Rs: ion and plinth ir	9416.28 cement san	% Cft ad mortar	ratio 1:4 (S.I.No:	135124 4/P-24)	
4			@Rs: uding placing coone aggregate with					
5			@Rs: nforcement for a astering including					
	49.81	Cwt	@Rs:	5001.70	Cwt		249135	
6	R.C.C work is binding and l surface inclu	ncluding all lab kinds of forms i des sceening a	our and materia moulds lifting sh nd washing of ain bars in posit	l except the auttering cur shingle R.C.	cost of ste ring rend .C work i	ering and finish: n roof slab bea	nd its labour for ing the exposed	
8	1123 Cement plast	Cft er 1:3 upto 20"	@ Rs: height 1/2" t (S.I	309.78 .No:9/P-58	% Cft		347883	
9	1111 Supplying &	Sft Filling Sand Ur	@Rs: nder Floor and p	2344.59 lugging in w	% Sft valls (Sr.I.I	No:29 P-30)	26048	
	2340	Cft	@Rs:	1141.25	% Cft		26705	
						Total Rs:	1273751	

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.10 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

CONSTT: OF ROAD FROM MISRI KHOSO ROAD TO MEHRABPUR ROAD TO VILLAGE GHANDHYA MILE 0/0-0/2.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 114,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM .	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - <u>CONSTT: OF ROAD FROM MISRI KHOSO ROAD TO MEHRABPUR ROAD TO</u> VILLAGE GHANDHYA MILE 0/0-0/2.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>Constt: of road from misri khoso road to mehrabpur</u> <u>Road to village ghandhya mile 0/0-0/2.</u>

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.
	We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(C:()		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>CONSTT: OF ROAD FROM MISRI KHOSO ROAD TO MEHRABPUR ROAD TO VILLAGE GHANDHYA MILE 0/0-0/2.</u>

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

Grand Total (A+B+C)

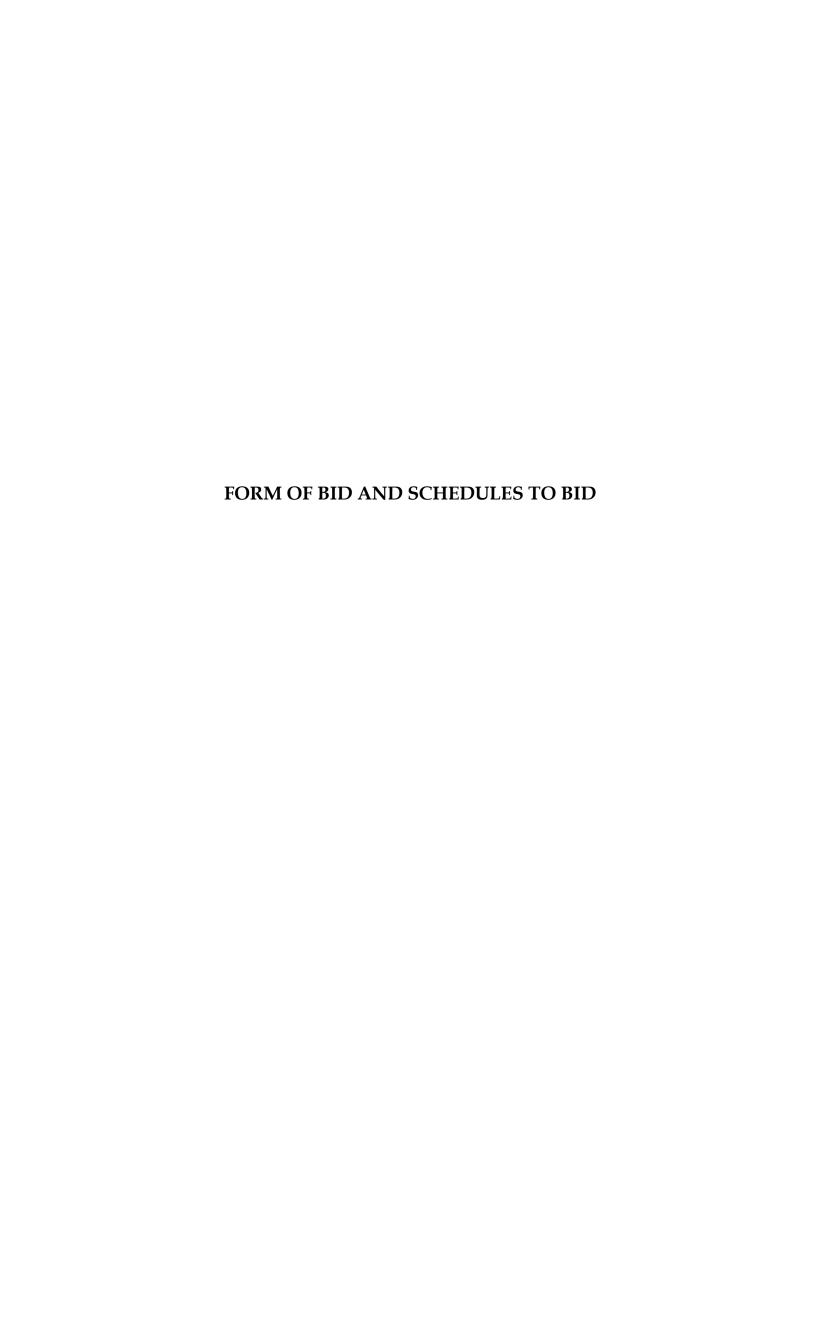
TOTAL

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

- **4.5** (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

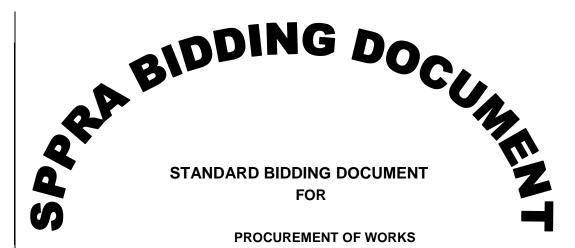
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: Recondg: of road in Bunglow of Session Judge Length 800 Ft' I/C inside of Session Court Shaheed Benazir Abad. (Part C.C Topping).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO):			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees
	(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at <u>Near Kazi Ahmed Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in b	oy the Engineer/	Procuring A	gency bef	fore issuance of
the Bidding Documents).				

(a). Name of Procuring Agency:	Executive Engineer, Highway Division Shaheed Benazir Abad.
·	Recondg: of road in Bunglow of Session Judge Length 800 Ft' I/C inside of Session Court Shaheed Benazir Abad. (Part C.C Topping).
(c). Procuring Agency's address:	- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>
(d). Estimated Cost:-	1.150 (M)
(e). Amount of Bid Security 2%:-	Rs: 23,000/ (Fill in lump sum amount
or in % age of bid amount /es	stimated cost, but not exceeding 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Ninty days).
(g). Security Deposit :-(includin	gbidsecurity):- <u>57,500/</u> 5%
(in % age of bid amount /estimat	red cost equal to 10%)
(h). Percentage, if any, to be ded	ucted from bills:- <u>34,500/</u> 3%
(i). Deadline for Submission of E Highway Division SBA Near Kaz	Bids along with time: - Office Executive Engineer i Ahmed Mour. 1.00 pm.
(j). Venue, Time, and Date of Bid O Highway Division SBA Near Kaz	pening: - <u>Office Executive Engineer</u> ii Ahmed Mour. 1.45 pm.
(k). Name of Contractor.	
(l). Time for Completion from w	ritten order of commence: - <u>08 Months</u>
(m). Liquidity damages:	(0.05 of Estimated Cost or Bid cost
Per day of delay, but total no	t exceeding 10%).
C.D No:	
(n). Deposit Receipt No: and figures).	Date: Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above
(ii) RCC Pipe	% Below/Above
(iii) Culvert Masonery Structure	% Below/Above
(iv) Bridge	% Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad. 12

SHEDULE "B"

Name of Work:-

Recondg: of road in Bunglow of Session Judge Length 800 Ft I/C in Session Court Shaheed Benazir Abad.

S.No: Quantity Item of Work Rate Unit Amount
--

1 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

1506 Cft 10882.50 % Cft 163890

2 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

412 Rft 2690.89 % Rft 11086

<u>Ist</u>

3 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

2472 Sft 1667.93 % Sft 41231

4 <u>1 thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 lbs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

2472 Sft 4609.25 % Sft 113941

5 <u>Earth work (Formation)</u>

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

Earth Work Berm W.E.L (5-0 Miles)

20300 Cft 9351.27 % 0Cft 189831

6 Miscellaneous

a Cat Eyes / Road Studs.

Supplying and fixing of reflectorize Road Stud Double Face Flush Surface type as directed etc complete (S. No. 12 P. No. 15)

107 Nos 596.23 % Cft 63797

b Thermo Plastic Paint

Pavement Marking Reflective Thermo Plastic Paint for lines of 6" widht.

1600 Rft 41.24 P.Rft 65984

7 Kerbing Stone.

Providing & Fixing Pre cast edge Block 3750 PSI industrial Made size 6" x 12" x 18" inches high I/C the cost of Cartage excavation., form work for hunching 4450 PSI lean concrete, 2250 PSI complete for hunching 1:4 Cement sand mortar (Made by Enveerete or equal Standard.

800 Nos 297.01 P.NO 237608

Total Rs: 887368

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

C.C Topping
Recondg: of road in Bunglow of Session Judge Length 800 Ft I/C Name of Work:in Session Court Shaheed Benazir Abad.

S.No:	Quai	ntity	Item of Work	Rate	Unit	Amount
1	Barrow p	oit Excav	ation under	lead upto 1000ft (c	ordinary soil) CSI.No.3 p.)	
	12515	Cft		2117.50	0/0	
			@Rs:		0Cft	Rs:26501/-
2	Dressing & Leveling of Earth work to designed section etc complete (ordinary or hard soil)			inary or hard soil)		
	12515	Sft	@Rs:	96.80	0/0	
					0Cft	Rs:1211/-
3	Earth wo	or compa	cting of she	ep foot roller & Pov	wer Roller with opimum S	SI.No.4 (P-2)
J	12515	Sft	@Rs:	1445.58	0/0	
			01101		0Cft	Rs:18091/-
4	Cement	concrete l	brick or stor	ne ballast 1-1/2" to	2" gauge ratio 1:4:8	
	594	Cft	@Rs:	9416.28	0/0	
					0Cft	Rs:55933/-
5	Cement concrete plain including compacting finishing and curring complete including screening and washing of stone aggregate without shuttering Ratio 1:2:4(S.I.No:5 P-18).					
	594	Cft	@Rs:	14429.25	0/0	
					0Cft	Rs:85710/-
						Total Rs:187446/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTO

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.11 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Recondg: of road in Bunglow of Session Judge Length 800 Ft' I/C inside of Session Court Shaheed Benazir Abad. (Part C.C Topping).

5.1 (a) **Procuring Agency's address:**

Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 23,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Recondg: of road in Bunglow of Session Judge Length 800 Ft' I/C inside of Session Court Shaheed Benazir Abad. (Part C.C Topping).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.
B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Recondg: of road in Bunglow of Session Judge Length 800 Ft'

I/C inside of Session Court Shaheed Benazir Abad.

(Part C.C Topping).

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	1
	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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.
	2 We understand that all the Schedules attached hereto form part o this Bid.
	3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a
	period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.

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

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Recondg: of road in Bunglow of Session Judge Length 800 Ft' I/C inside of Session Court Shaheed Benazir Abad. (Part C.C Topping).

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

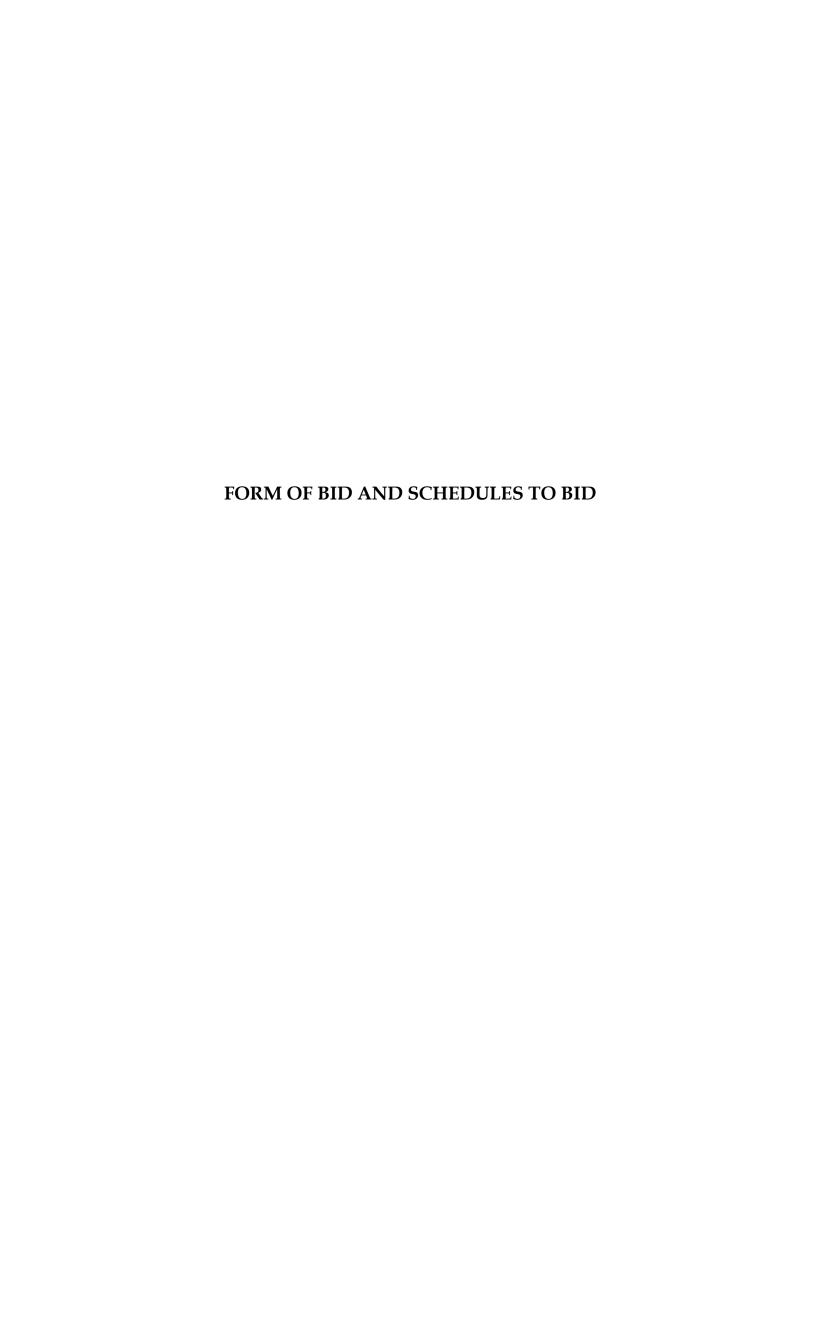
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

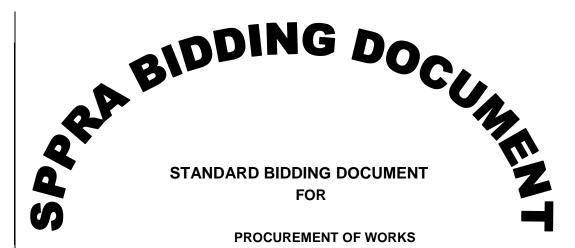
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
, , , , , , , , , , , , , , , , , , ,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>Re-Constt: of Link Road from Daur Byepass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO	:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. Re-Constt: of Link Road from Daur Byepass road to (Unnamed Railway Phatak) road mile 0/0-0/4+110. (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad. Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-23.00 (M) (e). Amount of Bid Security 2%:- Rs: 460,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :-(including bidsecurity):- 1,150,000/ (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 690,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - <u>08 Months</u> (m). Liquidity damages: - _____ _____(0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Date: Amount: (in words and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above (iii) Culvert Masonery Structure % Below/Above (iv) Bridge % Below/Above

Contractor

13

SHEDULE "B"

Name of Work:-

Re-Constt: of Link road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

S.No: Quantity Item of Work Rate Unit Amount

1 <u>Earth work (Formation)</u>

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

E/W 85% Density W.E.L (5-0

Miles)

221581 Cft 13333.07 % 0Cft 2954355

E/W 95-100% Density W.E.L

45667 Cft 10799.13 % 0Cft 493164

2 Granular Sub Base Course

Preparing Sub Base Course by Supplying and spreading stone metal 1" - 1/2"-2 guage of approved quality from approved quarry in required Thickness to proper camber and grade including hand packing. Making with 129 cft shingle Pit run Gravel fines having PI not more than 6% of suitable quality, watering and compacting to achieve 98-100% density as per modified AASHO specification. Rate includes all cost of materials T&P and carriage up to site of work.

84975 Cft 8191.70 P.Cft 6960897

3 Sub Base Course

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

38239 Cft 8734.32 % Cft 3339917

4 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

5665 Rft 2668.34 % Rft 151161

5 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

25493 Cft 9966.90 % Cft 2540862

6 2 coats

Providing 2 Coats on new or existing surface on new or existing surface with 30+25=55 lbs of bitumen of 80-100 penetration & 4.0+2.75=6.75 Cft crush bajri of 1/2"-3/4 guage including cleaning to road surface rolling after eah coat etc complete. Rate includes all coat of material labour, T&P and carriage upto site of work.

50985 Sft 2986.50 % Sft 1522667

7 Miscellaneous

Cat

a Eyes.

Providing and fixing of road (Cat Eyes) and as per plan etc of work fixing and position required section as directed etc complete.

550 Nos 596.23 % Cft 327927

b Line Marking

Line Marking with Emulsion Paint.

8250 Sft 41.24 P.Sft 340230

Total Rs: 18631180

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Executive Engineer Highway Division Shaheed Benazir Abad

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Re-Constt: of Link road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

			.	i	•	•
Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" inch	dia Coller of B	Class Bandir	ng Fixing Posit	tioning i/c
		cutting and filling i/c testing with was	ter head.			· ·
96	Rft.	Rs.	559.00	P.Rft		Rs:53664/-
					Total	Rs:53664/-
					Total	KS:33004/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Re-Constt: of Link road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

	Unit	Rate	Calculations		Item	S.No:
hain and lift upto 5 feet(in	/c degbilin dres ad up to one cha		arth watering an		structure wi	1
	%0					
5368	Cft o 1:4:8	3176.25 2" gauge ratio	@Rs: one ballast 1/1/2	Cft rete brick or st	1690 Cement cond	2
23541 1:4 (S.I.No:4/P-24)	% Cft d mortar ratio 1:	9416.28 n cement san	@Rs: tion and plinth in	Cft vork in founda	250 Pacca Brick	3
48755 urring complete including 4(S.I.No:5/P-18)						4
11399 cutting bending laying in so includes removal of rust						5
	0/0					
27960 refocement and its labour endering and finishing the c in roof slab beam colums spect ratio 1:2:4.	ing curring rend	ting shutter ning of shing	orms moulds lifeening and was	and kinds of face includes so	for binding exposed sur	6
				C4:		
26641 od.	% Cft b) Vertical wood.	309.78 of CC plain (1	@Rs: atering for RCC o	Cft removal of cer	86 Erection and	7
		of CC plain (1 3127.41		removal of cer Sft	Erection and	7 8
od.	% Sft % Sft	of CC plain (I 3127.41 I.No:9/P-58 2344.59	etering for RCC of @Rs: height 1/2" t (S. @Rs:	removal of cer Sft ter 1:3 upto 20" Sft e Floring laid i	Erection and 24 Cement plas 210	
od. 751 4924 ement morot ratio 1:6	% Sft % Sft	of CC plain (1 3127.41 L.No:9/P-58 2344.59 ettor over a be 5256.63	@Rs: height 1/2" t (S. @Rs: n 1:6 cement mor	removal of cer Sft ter 1:3 upto 20" Sft e Floring laid i	Erection and 24 Cement plas 210 Brick on Edg (SR.I.No:P-4	8
od. 751 4924 ement morot ratio 1:6	% Sft % Sft ed 3/4" thick cem	of CC plain (1 3127.41 L.No:9/P-58 2344.59 ettor over a be 5256.63	@Rs: height 1/2" t (S. @Rs: n 1:6 cement mor	removal of cer Sft ter 1:3 upto 20" Sft e Floring laid i	Erection and 24 Cement plas 210 Brick on Edg (SR.I.No:P-4	8

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Name of Work:-

Re-Constt: of Link road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

		Item of			
S.No:	Quantity	Work	Rate	Unit	Amount

1 <u>2" Thick Asphalt Concrete.</u>

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 incharge including rolling and finishing to proper line and grade level and camber etc complete. Rate includes tack coat with bitumen 80/100 penetration and all cost of material roller, T&P and carriage of material from source of supply to pant and plant to site of work. (Bitumen 127 lbs for mixing in plant and 15 lbs for priming cost).

50985 Sft 9362.45 %Sft 4773445

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

2 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Re-Constt: of Link Road from Daur Byepass road to (Unnamed Railway Phatak) road mile 0/0-0/4+110.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 460,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Re-Constt: of Link Road from Daur Byepass road to (Un-Named Railway Phatak) road mile 0/0-0/4+110.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Re-Constt: of Link Road from Daur Byepass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

To,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	
	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 Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the name ofandand
	and being duly imcorporated 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 Prise of Rs:
	2 We understand that all the Schedules attached hereto form part of this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	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.
	We agree to abide by this Bid for the period of form 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
	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.
	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	<u></u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Re-Constt: of Link Road from Daur Byepass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

Name of Agency:							
Item No:	Description	Amount					
	Part -A Road Work						

	Part -A Road Work	
	TOTAL	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	
L		i e e e e e e e e e e e e e e e e e e e

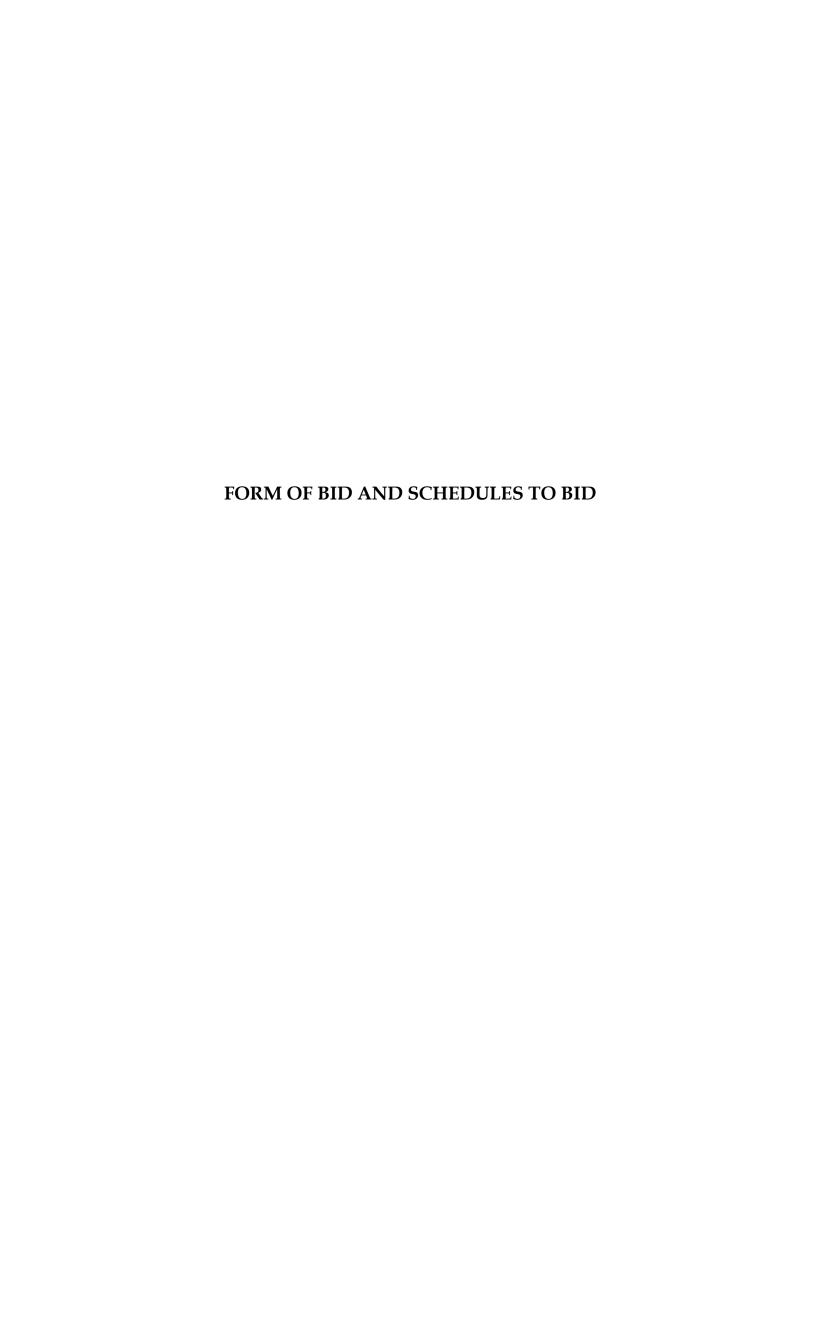
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

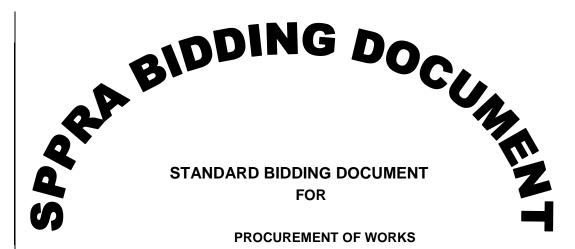
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	rures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO);			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

C	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD
	or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs:
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
2	
	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-8.50 (M) (e). Amount of Bid Security 2%:- Rs: 170,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :-(including bidsecurity):- 425,00/ (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 255,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 08 Months (m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Date: Amount: (in words and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above (iii) Culvert Masonery Structure % Below/Above (iv) Bridge % Below/Above

Contractor

SHEDULE "B"

Name of Work:-

Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'

% Cft

1786006

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1	Earth work (Formation) Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.					
	<u>E/W 85% Density W.O.L</u> 117908 Cft 3656.23 % 0Cft 431099					431099
	E/W 95-100% Dea	nsity W.O.L				
	20621 Cft E/W On Berms V	V.O.L	6190.17		% 0Cft	127647
	21912 Cft		2208.37		% 0Cft	48390
	E/W 85% Density 129297 Cft	<u>y W.E.L</u>	8681.43		% 0Cft	1122483
	E/W 95-100% Dec	nsity W.E.L	11215.37		0/ 0 CG	249060
	E/W On Berms V	V.E.L	11215.57		% 0Cft	249000
	23599 Cft		7233.57		% 0Cft	170705
2	quarry in required thickn sand having plasticity in	by supplying and spreading ess to proper camber and gr dex of not more then 6% of ASHO specification, Rate inc	ade including l suitbale quality	nand packing, , watering an	fillingvoids with d compacting to	20 cft pit/ canal achieve 98-100%

18355 Cft **Brick on End Edging**

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

9730.35

6118 2643.74 161744 Rft % Rft

4 **Base Course**

3

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

18355 Cft 11075.25 2032862

5 <u>3 coats</u>

Providing 3 Coats on new or existing surface on new or existing surface dressing with (40+25+14)=79 lbs of bitumen of 80-100 penetration & 5.0+2.75+1.5)=9.75* crush bajri of approved quality of 3/4'-3/8' for and coat and 3/8'-3/4' for 3rd Coast I/C cleaning the road surface before laying each coat on and seperately rate I/C all cost of materials T&P and carriage upto site of work.

36709 4245.60 Sft % Sft 1558517 7688513 **Total Rs:**

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'

 Quantity
 S.No
 Item of Work
 Rate
 Unit
 Amount

 1
 Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c

Providing & Fixing RCC Pipe 18" inch dia Coller of $\bf B$ Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

96 Rft. Rs. 412.00 P.Rft Rs:39552/-

Total Rs:39552/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'

S.No:	Item		Calculations	Rate	Unit		Amount
1			of building and				
		ary soil)(s.I.No	ted earth wateri o:18/P-4).	ng and ram	min ieau i	ир то оне спаш	and int upto 5
	·	•	,		%0		
2	1600 Cement conc	Cft rete brick or st	@Rs: one ballast 1/1/	3176.25 '2" gauge ra	Cft		5082
3	240 Pacca Brick v	Cft vork in founda	@Rs:	9416.28 in cement sa	% Cft and morta	r ratio 1:4 (S.I.N	22599 (o:4/P-24)
4			@Rs: uding placing cotone aggregate was seen aggr		inishing a		
5		ing joints and	@Rs: inforcement for a fastering include		bending		
6	for binding a exposed surf	and kinds of for face includes	@Rs: abour and mater orms moulds lif sceening and w er structure mai	ting shutter vashing of	ring currir shingle R	ng rendering an .C.C work in r	d finishing the coof slab beam
7	81 Erection and	Cft removal of cer	@Rs: ntering for RCC	309.78 of CC plain	% Cft (b) Vertica	al wood.	25092
8	24 Cement plast	Sft ter 1:3 upto 20'	@Rs: ' height 1/2" t (S	3127.41 .I.No:9/P-5	% Sft 8		751
9	200 Brick on Edg (SR.I.No:P-46	_	@Rs: in 1:6 cement mo	2344.59 ortor over a	% Sft bed 3/4" t	hick cement mo	4689 prot ratio 1:6
10	70 Supplying &	Cft Filling Sand U	@Rs: Under Floor and	5256.63 plugging in	% Cft walls (Sr.)	I.No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855
						Total Rs:	151434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T S by the competant authority

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.12 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 170,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of nonavailability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf Chalki Khoso road mile 0/0-0/4+330'.

To,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	
	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 Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the name ofand address
	and being duly imcorporated 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 Prise of Rs:
	We understand that all the Schedules attached hereto form part of this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	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	<u> </u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Constt: of road from Kazi Ahmed Ameer Shah Landhi to Loung Khoso Urf
Chalki Khoso road mile 0/0-0/4+330'.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

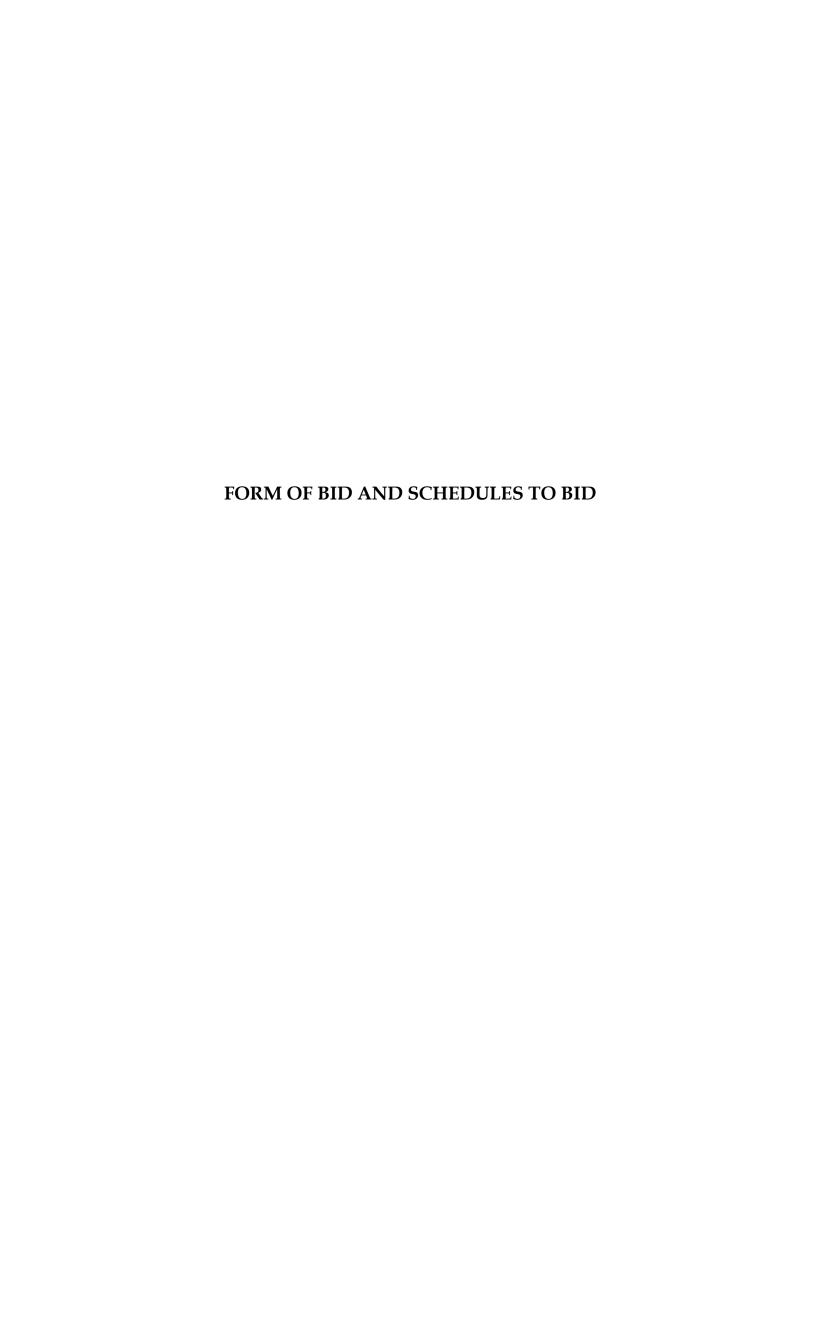
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).
	` ,

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

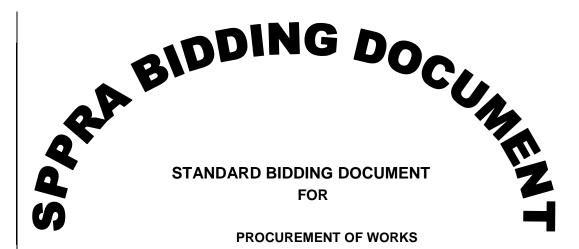
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: Constt: of road from National Highway 220/- to Connect Village Safan road mile 0/5-1/0.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. Constt: of road from National Highway 220/- to Connect Village Safan road mile 0/5-1/0. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-5.40 (M) (e). Amount of Bid Security 2%:- Rs: 108,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :-(including bidsecurity):- 270,00/ (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 162,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 12 Months (m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Date: Amount: (in words and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above (iii) Culvert Masonery Structure % Below/Above (iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

Constt: of road from National Highway 220/- to Connect village Safan Road mile 0/5-1/0.

S.No:	Quantity	Item of Work	Rate		Unit	Amount	
1	Earth work (Formation) Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.						
	E/W 85% Densi 38767 Cft E/W 95-100% D	·	3656.23		% 0Cft	141741	
	6345 Cft E/W On Berms		6190.17		% 0Cft	39277	
	6743 Cft E/W 85% Densi		2208.37		% 0Cft	14891	
	133600 Cft E/W 95-100% D		8681.43		% 0Cft	1159839	
	22207 Cft E/W On Berms		11215.4		% 0Cft	249060	

2 Sub Base Course

Cft

23599

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

7233.57

12236 Cft 9124.05 % Cft 1116419

3 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

4079 Rft 2711.50 % Rft 110602

4 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

12236 Cft 10400.60 % Cft 1272617

5 <u>3 coats</u>

Providing 3 Coats on new or existing surface on new or existing surface dressing with (40+25+14)=79 lbs of bitumen of 80-100 penetration & 5.0+2.75+1.5)=9.75* crush bajri of approved quality of 3/4'-3/8' for and coat and 3/8'-3/4' for 3rd Coast I/C cleaning the road surface before laying each coat on and seperately rate I/C all cost of materials T&P and carriage upto site of work.

24473	Sft	4268.00	% Sft	1044508
			Total	_
			Rs:	5319659

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Executive Engineer Highway Division Shaheed Benazir Abad

170705

% 0Cft

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from National Highway 220/- to Connect village Safan Road mile 0/5-1/0.

Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" inch	dia Coller of I	3 Class Bandi	ng Fixing Posi	tioning i/c

Providing & Fixing RCC Pipe 18" inch dia Coller of **B** Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

160 Rft. Rs. **412.00** P.Rft **Rs:65920/-**

Total Rs:65920/-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

3"Span RCC Culvert.

Name of Work:- Constt: of road from National Highway 220/- to Connect village Safan Road mile 0/5-1/0.

	mile 0/5-1/	0 .					
S.No:	Item		Calculations	Rate	Unit		Amount
1			of building and of ed earth waterir				
		ary soil)(s.I.No		O		•	•
					%0		
	1600	Cft	@Rs:	3176.25	Cft		5082
2	Cement cond	rete brick or st	one ballast 1/1/2	2" gauge rati	o 1:4:8		
•	240	Cft	@Rs:	9416.28	% Cft	4.4/CINI	22599
3			tion and plinth i			ratio 1:4 (S.I.No	,
	372	Cft	@Rs:	12501.41	% Cft	. 4	46505
4			uding placing co cone aggregate w				
	75	Cft	@Rs:	14429.25	% Cft		10822
5			inforcement for o	ement conc			
	position mal rust from bar		fastering includ	ing cost of	bending	wire also inclu	des removal of
	rust mom ba	15,			%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6			bour and materi orms moulds lif				
			eening and wash				
	rafts lintels a	nd other struct	ure main bars in	position cor	nplete in a	all respect ratio	1:2:4.
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and	removal of cer	ntering for RCC o	of CC plain (b) Vertica	l wood.	
	24	Sft	@Rs:	3127.41	% Sft		751
8	Cement plas	ter 1:3 upto 20"	height 1/2" t (S.)	I.No:9/P-58			
	200	Sft	@Rs:	2344.59	% Sft		4689
9	Brick on Edg (SR.I.No:P-46		n 1:6 cement mo	rtor over a b	ed 3/4" th	ick cement mor	ot ratio 1:6
	•		O.D.	E0E((0	0/ 66		2000
10	70 Supplying &	Cft Filling Sand U	@ Rs: nder Floor and p	5256.63 olugging in v	% Cft valls (Sr.I.	No:29 P-30)	3680
	513	Cft	@Rs:	1141.25	% Cft		5855
	0.20		210.		, 0 020		2230
						Total Rs:	151434
						_ 0 0001 1101	-

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T S by the competant authority

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

3 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Constt: of road from National Highway 220/- to Connect Village Safan road mile 0/5-1/0.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 108,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Constt: of road from National Highway 220/- to Connect Village Safan road mile 0/5-1/0.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
 B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Constt: of road from National Highway 220/- to Connect Village
Safan road mile 0/5-1/0.

To,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise 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.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>Constt: of road from National Highway 220/- to Connect Village Safan road mile 0/5-1/0.</u>

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

Grand Total (A+B+C)

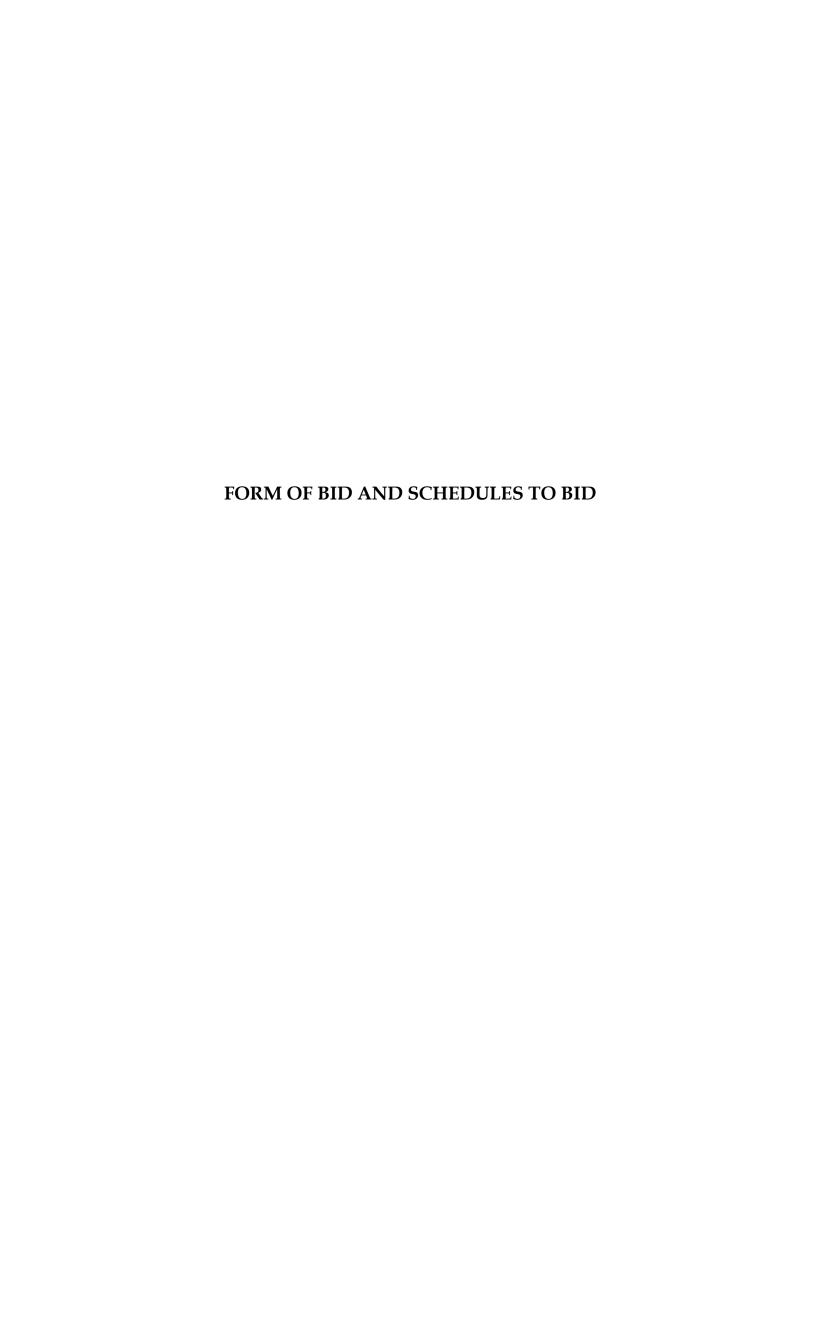
TOTAL

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

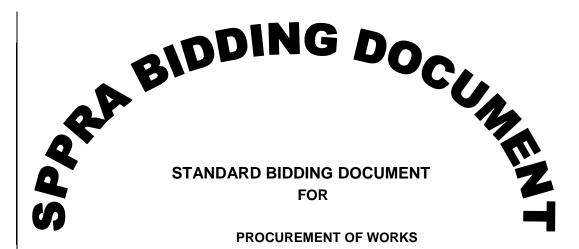
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO	D:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

SHAHEED BENAZIR ABAD

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the
	Procuring Agency, at <u>Near Kazi Ahmed</u> <u>Road Nawabshah</u> (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CO	EXECUTIVE ENGINEER HIGHWAY DIVISION NTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-13.40 (M) (e). Amount of Bid Security 2%:- Rs: 268,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :-(including bidsecurity):- 670,00/ (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 402,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 12 Months (m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Date: Amount: (in words and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above

% Below/Above

% Below/Above

Contractor

(iv) Bridge

(iii) Culvert Masonery Structure

SHEDULE "B"

Name of Work:-

4

Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

S.No:	Quantity	Item of Work	Rate	Unit	Amount
1	1	ion upto an average deptl ım 90% modified AASHTC	, ,	oller / power roller witg	optimum moisture
	107091 Sft		177.56	% Sft	190151
2	with optimum moisture co	nation) ankment by buldozers incontents lead upto 100" and nsity W.E.L (5-0 N	lift upto 5" in all type o	0	ng and compacting
	280775 Cft	•	13333.07	% 0Cft	3743593
3	Granular Sub Ba	se			
	Preparing Sub Base by sur in required thickness to p fines having PI not more	1 0	cluding hand packing.	Mixining with 129cft Shi	ingle Pit run Grave;

45320 Cft
Sub Base Course

modified AASHO specification. Rate includes all cost of materials T&P and carriage up to site of work.

45320 Cft 8281.20 % Cft 3753040

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

16315 Cft 8257.95 % Cft 1347285

5 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

3626 Rft 2813.32 % Rft 102011

6 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

16315 Cft 9436.83 % Cft 1539619

7 <u>3 coats</u>

Providing 3 Coats on new or existing surface on new or existing surface dressing with (40+25+14)=79 lbs of bitumen of 80-100 penetration & 5.0+2.75+1.5)=9.75* crush bajri of approved quality of 3/4'-3/8' for and coat and 3/8'-3/4' for 3rd Coast I/C cleaning the road surface before laying each coat on and seperately rate I/C all cost of materials T&P and carriage upto site of work.

32630 Sft 4177.10 % Sft 1362988

Total Rs: 12038687

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

Executive Engineer

CONTRACTOR Highway Division
Shaheed Benazir Abad

SHEDULE "B" RCC Pipe

Name of Work:- Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

 Quantity
 S.No
 Item of Work
 Rate
 Unit
 Amount

 1
 Providing & Fixing RCC Pipe 18" inch dia Coller of B Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.

 96
 Rft.
 Rs. 412.00
 P.Rft
 Rs:39552/

 Total
 Rs:39552/

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTO

3"Span RCC Culvert.

Name of Work:- Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

S.No:	Item		Calculations	Rate	Unit		Amount
1	structure wi		building and on arth watering ar).				
	1700	Ctr	@Rs:	2176 25	%0 Cft		E6E4
2	1780 Cement con-	Cft crete brick or sto	one ballast 1/1/2	3176.25 2" gauge rati			5654
3	270 Pacca Brick	Cft work in foundat	@Rs: tion and plinth in	9416.28 n cement sar	% Cft nd mortar ra	itio 1:4 (S.I.No:4 _/	25424 /P-24)
4			@Rs: uding placing cone aggregate w				
5			@Rs: inforcement for fastering includi				
6	binding and surface incl	kinds of forms udes sceening a	@Rs: pour and material moulds lifting sland washing of nain bars in posi	huttering cu shingle R.C	rring render C.C work in	ring and finishin roof slab beam	g the exposed
7	91 Erection and	Cft I removal of cen	@ Rs: atering for RCC o	309.78 of CC plain (% Cft b) Vertical v	vood.	28190
8	24 Cement plas	Sft ster 1:3 upto 20"	@Rs: height 1/2" t (S.	3127.41 I.No:9/P-58	% Sft		751
9	220 Brick on Edg (SR.I.No:P-4		@ Rs: n 1:6 cement mo	2344.59 rtor over a b	% Sft ed 3/4" thic	k cement morot	5158 ratio 1:6
10	80 Supplying &	Cft Filling Sand U	@ Rs: nder Floor and p	5256.63 olugging in v	% Cft walls (Sr.I.N	o:29 P-30)	4205
	584	Cft	@Rs:	1141.25	% Cft		6665
					-	Гotal Rs:	169605

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Name of Work:-

3"Span Box Culvert.
Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation i	in foundation of	f building and ot	her strcture	i/c degl	oilin dressing refi	lling around the
	structure wi	th execavated e	arth watering an	d rammin l	ead up to	one chain and li	ft upto 5 feet(in
	ordinary soi	l)(s.I.No:18/P - 4	·).				
					%0		
	1440	Cft	@Rs:	3176.25	Cft		4574
2						and curring contio 1:2:4(S.I.No:5)	
	O	O	00 0		%	,	,
	140	Cft	@Rs:	12595.00	Cft		17633
3						luding cutting be vire also includes	
					%		
	26.00	Cwt	@Rs:	5001.70	Cwt		130044
4	for binding exposed sur	and kinds of face includes so	orms moulds lift eening and wasl	ting shutter ning of shin	ring cur gle R.C.	f steel refocemer ring rendering a: C work in roof sl a all respect ratio	nd finishing the ab beam colums
					%		
	905.00	Cft	@Rs:	309.78	Cwt		280351
5			nder Floor and p			I.No:29 P-30)	200001
		8	г		%		
	1120	Cft	@Rs:	1141.25	Cft		12782
	1120	CII	was:	1141,23	Cit		14/04
						Total Rs:	445384

BIDDING DATA

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

Instructions to Bidders Clause Reference

2.13 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 268,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
 B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of nonavailability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Constt: of road from Arab Machi road @ Mile 51/0 to village Momin

Dahri along Sim Nala mile 0/0-0/2+440'.

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin 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 Prise 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 o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		_
Witness:		
(Signature)		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Constt: of road from Arab Machi road @ Mile 51/0 to village Momin Dahri along Sim Nala mile 0/0-0/2+440'.

Name of Agency: __

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

Grand Total (A+B+C)

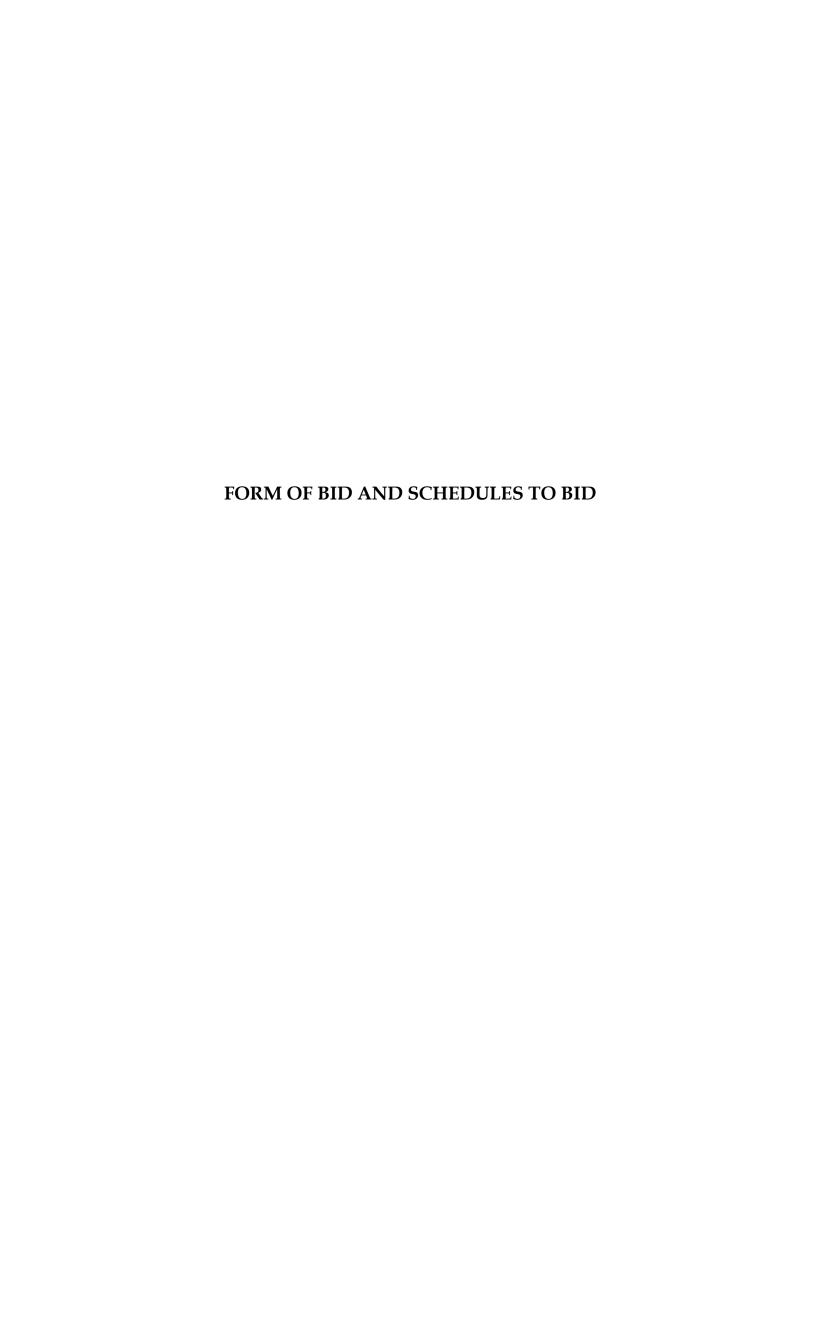
TOTAL

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

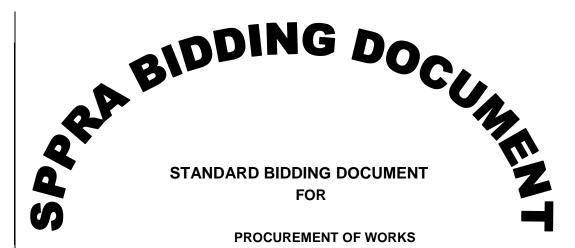
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
,	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	ures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: <u>Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'.</u>

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

3 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

SHAHEED BENAZIR ABAD

sp	sting Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for ecific scheme/project) with the Procuring Agency for the Works,
4	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
5	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
c	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAI

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-5.00 (M) (e). Amount of Bid Security 2%:- Rs: 100,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :-(including bidsecurity):- 250,00/ (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 150,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 12 Months (m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Date: Amount: (in words and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above (iii) Culvert Masonery Structure % Below/Above

% Below/Above

Contractor

(iv) Bridge

SHEDULE "B"

Name of Work:-

Wedening/Reconditioning: of Road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330.

S.No:	Quantity	Item of Work	Rate		Unit	Amount
-------	----------	--------------	------	--	------	--------

1 Excavation.

Excavation in existing berms for widening the road including preparation of Sub-Grade after watering rolling with power roller dressing the excavated stuff etc complete.

11897 Sft 526.27 % Cft 62610

2 <u>Earth work (Formation)</u>

Earth work for road embankment by buldozers including ploughing mixing clod breaking dressing and compacting with optimum moisture contents lead upto 100" and lift upto 5" in all type of soil except rock.

E/W On Berms W.E.L (2-0 Miles)

71200 Cft 7233.57 % 0Cft 515030

3 Sub Base Course

Preparing sub base caurse by supplying and spreading stone metal 1"11/2" guage of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, fillingvoids with 20 cft pit/ canal sand having plasticity index of not more then 6% of suitbale quality, watering and compacting to achieve 98-100% density as per modified AASHO specification, Rate includes all cost of materials, T&P and carriage up to site of work.

5099 Cft 9383.90 % Cft 478485

4 Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

3399 Rft 2643.74 % Rft 89861

5 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

21632 Cft 10689.74 % Cft 2312405

6 3 coats

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

40788 Sft 4280.17 <u>% Sft 1745796</u>

Total Rs: 5204187

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

SHEDULE "B" RCC Pipe

Name of Work:- Wedening / Reconditioning: of Road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330.

Quantity	S.No	Item of Work	Rate		Unit	Amount
	1	Providing & Fixing RCC Pipe 18" incl		B Class Band	ding Fixing P	ositioning i/c
		cutting and filling i/c testing with wa	ster head.			
96	Rft.	Rs.	412.00	P.Rft		Rs:39552/-
				•	Total	Rs:39552/-
					1 Otal	113.07004

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

3"Span RCC Culvert.

Name of Work:- Wedening / Reconditioning: of Road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330.

	tortawab	man Daur I	oad fiffe of 0	0,2:000.		i		
S.No:	Item		Calculations		Unit		Amount	
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with execavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).							
					%0			
2	1600 Cement conc	Cft rete brick or st	@Rs: tone ballast 1/1,	3176.25 /2" gauge ra	Cft atio 1:4:8		5082	
3	240 Pacca Brick w	Cft vork in founda	@ Rs: ation and plinth	9416.28 in cement s	% Cft and morta	ar ratio 1:4 (S.I.	22599 No:4/P-24)	
4			@Rs: uding placing control of the strong aggregate with aggregate with the strong aggregate with the strong aggregate wi				46505 inplete including 0:5/P-18)	
5		naking joints a					10822 bending laying acludes removal	
		_			0/0			
6	for binding a exposed surf	and kinds of for face includes	orms moulds lif	ting shutter vashing of	ing currir shingle R	ng rendering a .C.C work in	26359 at and its labour and finishing the roof slab beam spect ratio 1:2:4.	
	81	Cft	@Rs:	309.78	% Cft		25092	
7			ntering for RCC			cal wood.		
0	24	Sft	@Rs:	3127.41	% Sft		751	
8	-	er 1:5 upto 20	" height 1/2" t (5	5.1.NO:9/ F-3				
9	200 Brick on Edg (SR.I.No:P-46		@Rs: in 1:6 cement m	2344.59 ortor over a	% Sft bed 3/4"	thick cement n	4689 norot ratio 1:6	
10	70 Supplying &	Cft Filling Sand U	@Rs: Jnder Floor and	5256.63 plugging in	% Cft walls (Sr.	I.No:29 P-30)	3680	
	513	Cft	@Rs:	1141.25	% Cft		5855	
						Total Rs:	151434	

 $oldsymbol{Note:-}$ The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

BIDDING DATA

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

Instructions to Bidders Clause Reference

3.1 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 100,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of nonavailability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms; In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carried out as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorized Representative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the Final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: <u>Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'.</u>

To,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	
	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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	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.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - <u>Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'</u>.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

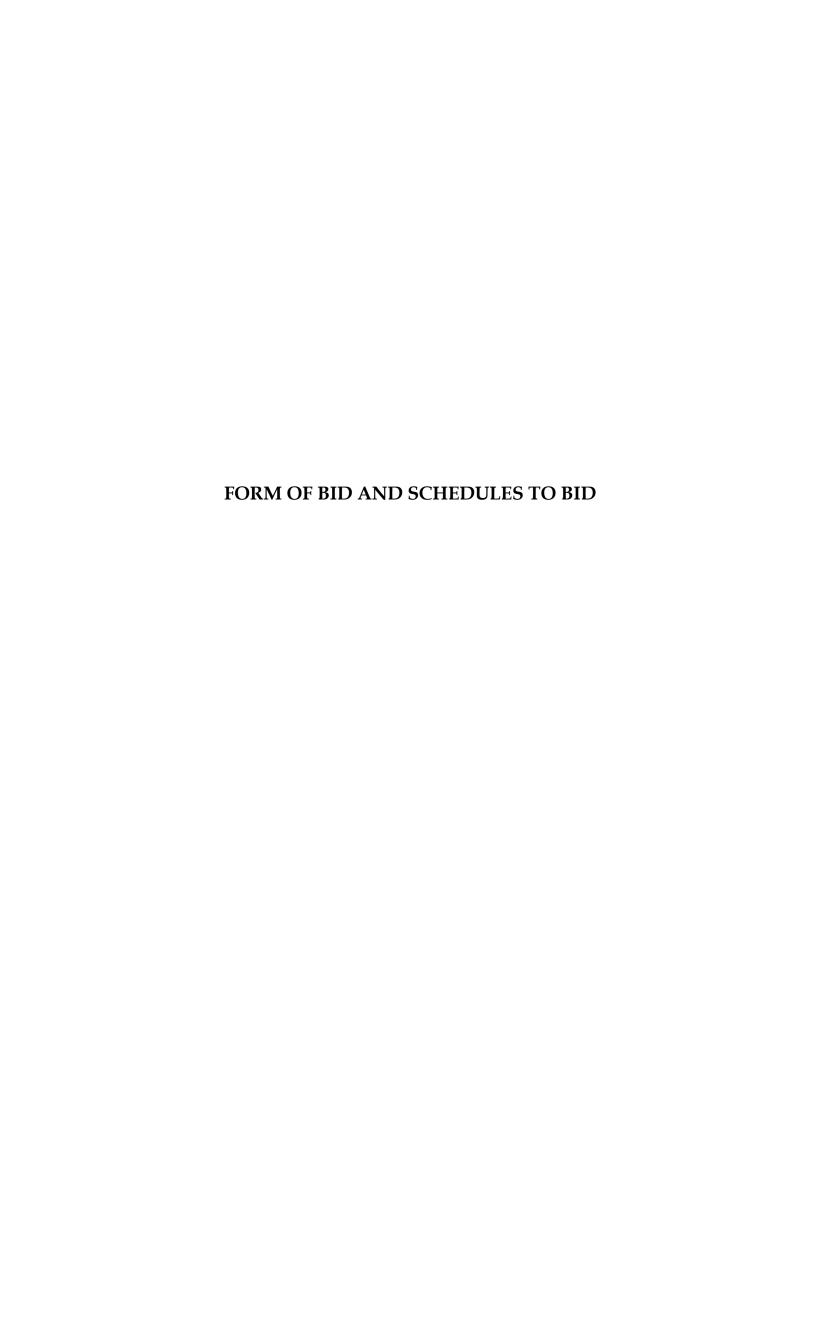
Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility/Qualification Criteria		
01	Registration with PEC (if applicable).		
02	NTN.		
03	Sales Tax Registration.		
04	Professional Tax.		
05	Registration with Sindh Revenue Board (SRB).		
	QUALIFICATION CRITERIA:		
05	Minimum three years' experience of relevant field.		
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).		
07	Required Bid Security is attached.		
08	Bid is signed, named and stamped by the authorized person of the firm along with		
	Authorization letter.		
09	Any other factor deemed to be relevant by the procuring agency subject to provision of		
	Rule-44.		

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

BILL OF QUANTITIES

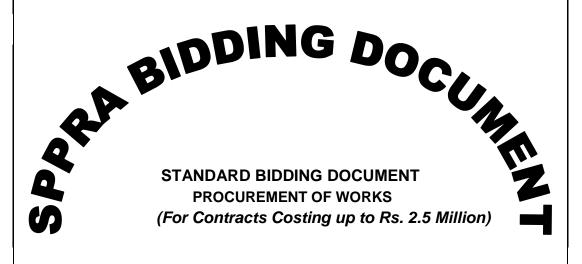
(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
•	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO	:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency <u>Executive Engineer, Highway Division Shaheed Benazir Abad.</u> [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CO	EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. M/R road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4 (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-2.20 (M) (e). Amount of Bid Security 2%:- Rs: 44,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :-(including bidsecurity):- 110,00/ (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 66,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 03 Months (m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Date: Amount: (in words and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above (iii) Culvert Masonery Structure % Below/Above (iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

M/R Road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4

S.No:	Quantity	Item of Work	Rate	Unit	Amount
5.NO.	Quantity	Item of work	Kate	Cilit	Amount
1	Base Course Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).				
	1584 Cft		10930.23	% Cft	173135
2	<u>Ist</u>				
	6336 Sft		1667.92	% Sft	105679
3	1 thick Carpet. Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.				
4	32630 Sft 4610.54 % Sft 1504419 Earth Work Embankment form Barrow Pits including laying in 6" layers clod breaking ramming dressing complete lead upto 100 lift upto 5fft (in ordinary Soil)				
	E/W On Berms V	<u>V.E.L (2-0 Mile)</u>			

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

7233.57

CONTRACTOR

64805

Cft

Executive Engineer Highway Division Shaheed Benazir Abad

% Cft

Total Rs:

468772

2252005

BIDDING DATA

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

Instructions to Bidders Clause Reference

4 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 44,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
 B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village
Nabi Dad Brohi road mile 0/0-0/4

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.
	2 We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4

Name of Agency:

Steel

Cement

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

Grand Total (A+B+C)

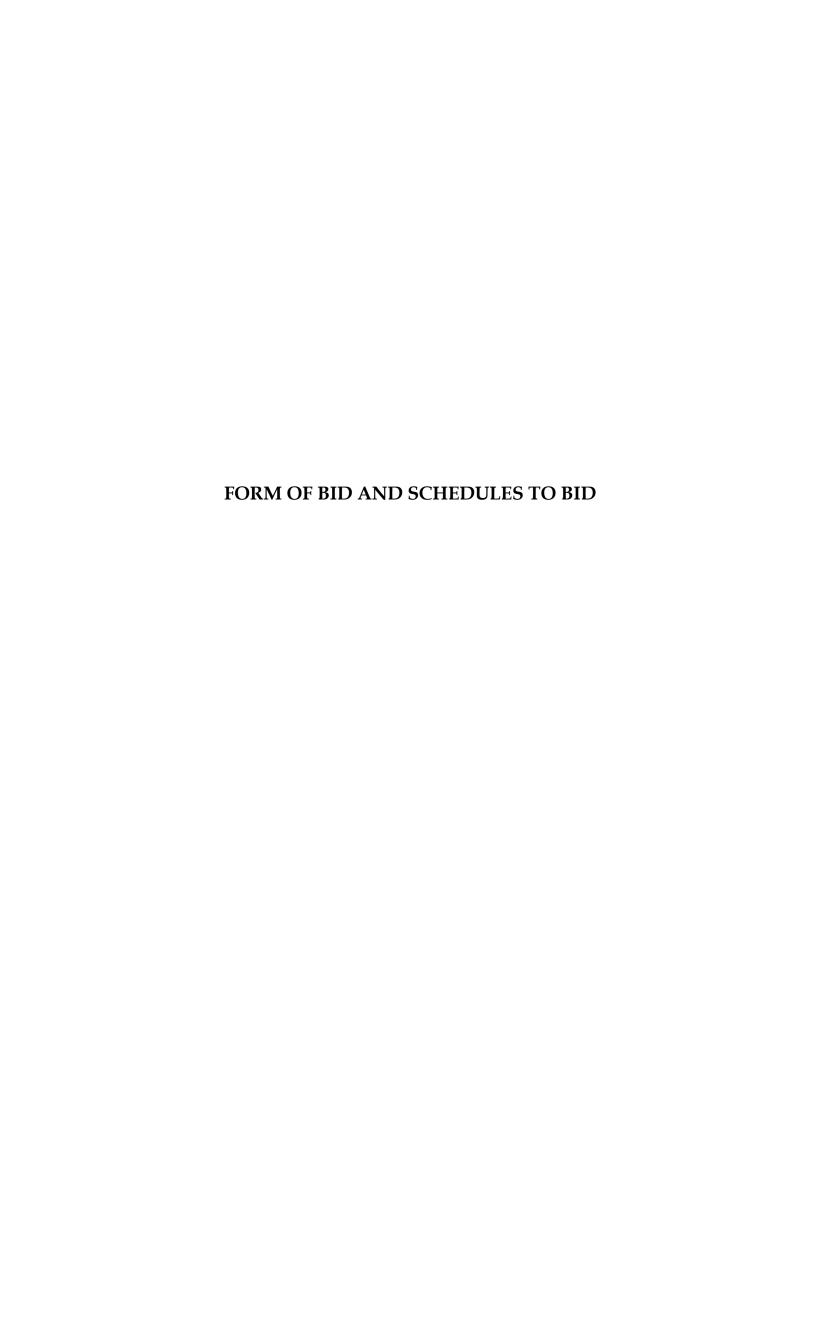
TOTAL

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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
	Internationale d' Unites (SI Units).

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the Premium, rates and prices entered by the bidder shall not be subject to Adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 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

- 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.
- 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.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

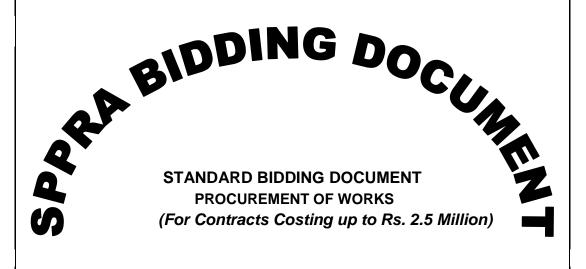
BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

AMOUNT TOTAL (a)	
% above/below on the rates of CSR.	Amount to be added/deducted on the basis of premium quoted. TOTAL (b)
Total (A) = $a+b$ in words & fig	gures:

CONTRACTOR



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: M/R Internal road of Superintended of Police Office / House mile 0/0-0/2+330.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO);			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

Procuring Agency to enter the requisite information in blank spaces.

The Bid shall be opened within one hour after the deadline for submission of

[Note: 1.

2

Bids]

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. M/R Internal road of Superintended of Police Office/ House mile 0/0-0/2+330. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-1.00 (M) (e). Amount of Bid Security 2%:-Rs: 20,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :- (including bidsecurity):- 50,000/ 5% (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 30,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor

(17).	Tuille	OI	Continuctor.	

(1). Time for Completion from written order of commence: - 03 Months

(m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%).

C.D No:

(n). Deposit Receipt No: Amount: (in words Date: and figures).

Rate quoted by Contractor.

(i) Road Work % Below/Above

(ii) RCC Pipe % Below/Above

(iii) Culvert Masonery Structure % Below/Above

(iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad. Bill Of Quantities Sr: No:

SHEDULE "B"

Name of Work:-

M/R Internal Road of Superintended of Police Office/ House Mile 0/0-0/2+330.

S.No:	Quantity	Item of Work	Rate		Unit	Amount
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1 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

446 Cft 10882.50 % Cft 48536

<u>Ist</u>

2 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

1980 Sft 1666.63 % Sft 32999

3 <u>1 thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

20394 Sft 4606.00 % Sft 939348

Total Rs: 1020883

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

5 Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R Internal road of Superintended of Police Office / House mile 0/0-0/2+330.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 20,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R Internal road of Superintended of Police Office / House mile 0/0-0/2+330.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement 30% Extra rental value. iii) 30 to 60 percent achievement. 60% Extra rental value. iv) 0 to 30 percent achievement. 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R Internal road of Superintended of Police Office / House mile 0/0-0/2+330.

To,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	1
	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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.
	2 We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(* 8 * * * *)		
(Seal)		
Address:		
TITL		
Witness:		
(Cionatura)		
(Signature)		
Name		
Address:		
		_

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R Internal road of Superintended of Police Office / House mile 0/0-0/2+330.

Name of Agency: _

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS (For Contracts Costing up to Rs. 2.5 Million)

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

SRIS & SERVICES DEPARTMENT

SRIFT

SR

GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R of road from Nawabshah 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	[enter persons require qualific Works,	name of the procuring agency], Invites sealed Bids from interested Firms or s licensed by the Pakistan Engineering Council in the appropriate category [not d for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if preation is done for specific scheme/project) with the Procuring Agency for the [enter tittel, type and Financial volume of work) will be completed in (enter appropriate time period) days.
	3	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
	4	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	NTRA	EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

Procuring Agency to enter the requisite information in blank spaces.

The Bid shall be opened within one hour after the deadline for submission of

[Note: 1.

2

Bids]

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. M/R of road from Nawabshah 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-1.10 (M) (e). Amount of Bid Security 2%:-Rs: 22,000/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :- (including bidsecurity):- 55,000/ 5% (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 33,000/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 03 Months (m). Liquidity damages: - _____ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Amount: (in words Date: and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above

% Below/Above

% Below/Above

Contractor

(iv) Bridge

(iii) Culvert Masonery Structure

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

M/R of road from Nawabshah - 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2.

S.No:	Qua	ntity	Item of Work	Rate	Unit	Amount
1	Base Course Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum					
	size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification. (Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).					
	594	Cft		11123.45	% Cft	66073
	<u>Ist</u>					
2	Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes cost of materials T&P and Carriage upto site of work.					
	2376	Sft		1672.37	% Sft	39736
3	Thick Carpet. Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crusl Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Ratincluding all cost of materials T&P and carriage upto site of work.				etration including	
4	complete l	ead upto 100 l	ift upto 5fft (in ordinary S		% Sft in 6" layers clod breaking ra	754846 amming dressing
	E/W On Berms W.E.L (2-0 Mile)					

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

7233.57

CONTRACTOR

38137 Cft

Executive Engineer Highway Division Shaheed Benazir Abad

% Cft

Total Rs:

275867

1136522

BIDDING DATA

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

Instructions to Bidders Clause Reference

a. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of road from Nawabshah 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 22,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of road from Nawabshah 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of nonavailability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R of road from Nawabshah 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2.

То,		
		The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.		
		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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
		and being duly imcorporated 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 Prise of Rs:
		(Rupees) or such other sum as may be ascertained in accordance with the said Documents.
		be ascertained in accordance with the said Documents.
	2	We understand that all the Schedules attached hereto form part o this Bid.
	3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	5	We agree to abide by this Bid for the period of form the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	6	Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
	7	We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
	8	We understand that you are not bound to accept the lowest or any Bid you may receive.
	9	We do hereby declare that the Bid is made without any collusion

comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R of road from Nawabshah 68th Mori road @ Mile 0/1 to village Mevo Khaskheli road mile 0/0-0/2.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria		
01	Registration with PEC (if applicable).		
02	NTN.		
03	Sales Tax Registration.		
04	Professional Tax.		
05	05 Registration with Sindh Revenue Board (SRB).		
	QUALIFICATION CRITERIA:		
05	Minimum three years' experience of relevant field.		
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).		
07	Required Bid Security is attached.		
08	Bid is signed, named and stamped by the authorized person of the firm along with		
	Authorization letter.		
09	Any other factor deemed to be relevant by the procuring agency subject to provision of		
	Rule-44.		

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS (For Contracts Costing up to Rs. 2.5 Million)

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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R of road from Taj Colony Railway Line road to Nawaz Ali Shah Colony Length 500 Ft.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO):			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

SHAHEED BENAZIR ABAD

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER HIGHWAY DIVISION

CONTRACTOR

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

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	<u>Division</u>
(b). Brief Description of Works.	M/R of road from Taj Colony Ra Ali Shah Colony Length 500 Ft.	nilway Line road to Nawaz
(c). Procuring Agency's address:	- <u>Highway Division Shaheed I</u> Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>0.750 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 15,000/</u> (Fill in lump sum	amount
or in % age of bid amount /es	stimated cost, but not exceeding	ıg 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Nir	nty days).
(g). Security Deposit :-(includin	ngbidsecurity):- <u>37,500/</u> 5%	<u>′o</u>
(in % age of bid amount /estimate	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	ucted from bills:- <u>22,500/</u> 3	<u>3%</u>
(i). Deadline for Submission of Highway Division SBA Near Kaz		Executive Engineer
(j). Venue, Time, and Date of Bid O Highway Division SBA Near Kaz	- 0	<u>ineer</u>
(k). Name of Contractor.		
(l). Time for Completion from w	vritten order of commence: - <u>0</u>	3 Months
(m). Liquidity damages: -	(0.05 of Estim	nated Cost or Bid cost
Per day of delay, but total no	et exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

SHEDULE "B"

Name of Work:- M/R of road from Taj Colony Railway Line Road to Nawaz Ali Shah Colony Length 500 Ft.

Item of Work S.No: Quantity Rate Unit Amount 1 **Base Course** Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification. (Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work). 3090 10882.50 % Cft <u>Ist</u> 2 <u>coat</u> Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work. 1666.63 % Sft 3 1 thick Carpet. Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work. 6180 4606.00 % Sft 284651 Earth Work Embankment form Barrow Pits including laying in 6" layers clod breaking ramming dressing complete lead upto 100 lift upto 5fft (in ordinary Soil). E/W On Berms W.E.L (2-0 Mile)

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

7233.57

CONTRACTOR

5150

Cft

Executive Engineer Highway Division Shaheed Benazir Abad

% Cft

Total Rs:

38253 **761171** (This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders Clause Reference

b. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of road from Taj Colony Railway Line road to Nawaz Ali Shah Colony Length 500 Ft.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

Highway Division Shaheed Benazir Abad. Phone No: 0244-9370133. Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

Characteristics.

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

13.1 Amount of Bid Security

Rs: 15,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of road from Taj Colony Railway Line road to Nawaz Ali Shah Colony Length 500 Ft.

Necessary Conditions.

- The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

CONTRACTOR.

(LETTER OF OFFER)

Bid Reference No: M/R of road from Taj Colony Railway Line road to Nawaz Ali Shah Colony Length 500 Ft.

То,						
		The Executive Er Highway Divisi Shaheed Benazi	on			
Gentlemen.	1.					
		Having examin to Bidders, Bidders, Bidders, Bidders, Bidders, Bidders, Bidders, Bidders and being duly offer to execute therein in conditional and being duly offer to execute therein in conditional and Base ascertained in Base ascertained in the Base as as a second in the Base as a second in t	ding Data, Cor Drawings, if a _for the exect d, begin a com r imcorporated and complete and complete and formity with	nditions of Cony Schedulation of the apany doing dunder the such Work the the To	e of Prices above-name business us laws of Prices and remed Documental Bid	and Addenda and Addenda and Works, we, ander the name and akistan hereby ady any defects ants including Prise of
	2	We understand this Bid.				
	3	shape of c Bank_ drawn in you	f this Bid, we all deposit ur favour or r	submit here No in the amonade payab	with a Bid date ount of Rs: le to you a	Security in the
	4			ne Works co	omprised i	the Works and n the Contract
	5		fixed for rece us and may l	iving the sa	me and it s	
	6	this Bid toge	ntil a formal A ther with you pinding contra	r written acc	ceptance th	and executed, ereof shall
	7	Security refe	ke if our Bid is rred to in Con of the Contra	ditions of C		e performance the due
	8		and that you a may receive.	re not boun	d to accept	the lowest or
	9	comparison	•	rrangement		t any collusion ther person or
	Date	ed this		day of		20

(Signature)	
(Seal)	
Address:	
Witness:	
(Signature)	
Name	
Address:	

SCHEDULE OF PRICES

Name of Work: - M/R of road from Taj Colony Railway Line road to Nawaz Ali Shah Colony Length 500 Ft.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not

given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B) Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS (For Contracts Costing up to Rs. 2.5 Million)

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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: M/R of road from Qazi Walfare Hospital to Mr. Saeed Ahmed Khan Yousif Zai House Mile 1000 Ft.

NII NO: DATED:	No: 1C/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO):			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency	Executive Engineer, Hig Shaheed Benazir Abad.	thway Division
(b). Brief Description of Works	. M/R of road from Qazi \ Ahmed Khan Yousif Za	-
(c). Procuring Agency's address		need Benazir Abad. hmed Road Nawabshah.
(d). Estimated Cost:-	<u>0.300 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 6,000/</u> (Fill in lump	sum amount
or in % age of bid amount /e	estimated cost, but not exc	reeding 5%)
(f). Period of Bid Validity (days	s):- <u>90 Days</u> (Not more tha	ın Ninty days).
(g). Security Deposit :-(includi	ngbidsecurity):- <u>15,000/</u>	<u>5%</u>
(in % age of bid amount /estima	ated cost equal to 10%)	
(h). Percentage, if any, to be ded	ducted from bills:- <u>9,000/</u>	3%
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>	_	
(j). Venue, Time, and Date of Bid (Highway Division SBA Near Ka		S
(k). Name of Contractor.		
(l). Time for Completion from v	written order of commend	ce: - <u>03 Months</u>
(m). Liquidity damages: -	(0.05 of	Estimated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Ab	ove
(ii) RCC Pipe	% Below/Ab	ove
(iii) Culvert Masonery Structure	% Below/Ab	oove
(iv) Bridge	% Below/Ab	oove
Contractor		Executive Engineer Highway Division

Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:-

M/R of road from Qazi Welfare Hospital to Mr. Saeed Ahmed Khan Yousif Zai House Length 1000 Ft. (In Portion)

S.No:	Quantity	Item of Work	Rate	Unit	Amount

1 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

750 Cft 10882.50 % Cft 81619

Ist

2 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

3600 Sft 1666.63 % Sft 59999

3 1 thick Carpet.

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

3600 Sft 4606.00 <u>% Sft 165816</u>

Total Rs: 307434

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

c. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of road from Qazi Walfare Hospital to Mr. Saeed Ahmed Khan Yousif Zai House Mile 1000 Ft.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 6,000/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of road from Qazi Walfare Hospital to Mr. Saeed Ahmed Khan Yousif Zai House Mile 1000 Ft.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R of road from Qazi Walfare Hospital to Mr. Saeed Ahmed Khan Yousif Zai House Mile 1000 Ft.

To,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	Sharcea Bernazh Fibad
	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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and draws.
	address and being duly imcorporated 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 Prise of Rs: (Rupees) or such other sum as may
	(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 o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R of road from Qazi Walfare Hospital to Mr. Saeed Ahmed Khan Yousif Zai House Mile 1000 Ft.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

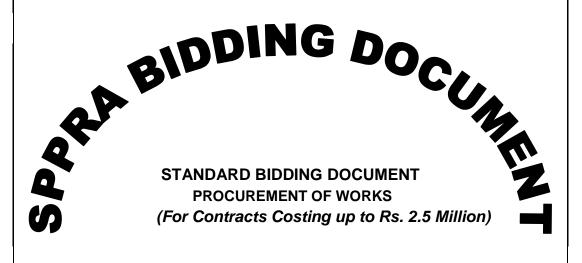
Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA			
(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).			
(a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.			
(b). Brief Description of Works. M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.			
(c). Procuring Agency's address:- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>			
(d). Estimated Cost:- <u>0.216 (M)</u>			
(e). Amount of Bid Security 2%:- Rs: 4,320/ (Fill in lump sum amount			
or in % age of bid amount /estimated cost, but not exceeding 5%)			
(f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days).			
(g). Security Deposit :-(including bids ecurity):- 10,300/ 5%			
(in % age of bid amount /estimated cost equal to 10%)			
(h). Percentage, if any, to be deducted from bills:- $6,400/$ 3%			
(i). Deadline for Submission of Bids along with time: - <u>Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm.</u>			
(j). Venue, Time, and Date of Bid Opening: - <u>Office Executive Engineer</u> Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.			
(k). Name of Contractor.			
(l). Time for Completion from written order of commence: - <u>03 Months</u>			
(m). Liquidity damages: (0.05 of Estimated Cost or Bid cost			
Per day of delay, but total not exceeding 10%).			
C.D No:			
(n). Deposit Receipt No: Date: Amount :(in words and figures)			

and figures).

Rate quoted by Contractor. (i) Road Work % Below/Above

(ii) RCC Pipe % Below/Above

(iii) Culvert Masonery Structure % Below/Above

(iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:-	M/R 3ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux
	Ghorani.

i/c degbilin dressing refilling around the ead up to one chain and lift upto 5 feet(in %0 Cft 7115				Item	S.No:
%0 Cft 7115		and rammin	d earth watering a		1
	%0 Cft atio 1:4:8	3176.25 /2" gauge ra	@Rs: stone ballast 1/1	2240 Cft Cement concrete brick or	2
% Cft 22599 and mortar ratio 1:4 (S.I.No:4/P-24)		9416.28 in cement s	@Rs: dation and plinth	240 Cft Pacca Brick work in foun	3
% Cft 73258 Einishing and curring complete including tering Ratio 1:2:4(S.I.No:5/P-18)	finishing and				4
% Cft 10822 crete including cutting bending laying in ending wire also includes removal of rust	ncrete includi				5
% Cwt 26359 cost of steel refocement and its labour for ng curring rendering and finishing the Igle R.C.C work in roof slab beam column mplete in all respect ratio 1:2:4.	ne cost of steel ring curring ringle R.C.C wo	rial except the ting shutter ashing of shi	orms moulds lift sceening and wa	binding and kinds of the exposed surface includes	6
% Cft 25092 (b) Vertical wood.		309.78 C of CC plair	@Rs: centering for RCC	81 Cft Erection and removal of	7
% Sft 751		3127.41 5.I.No:9/P-5	@Rs: 20" height 1/2" t (9	24 Sft Cement plaster 1:3 upto 2	8
% Sft 4689	% Sft	2344.59 ortor over a	@Rs: d in 1:6 cement m	200 Sft Brick on Edge Floring lai (SR.I.No:P-46	9
oed 3/4" thick cement morot ratio 1:6	bed 3/4" thick			(
oed 3/4" thick cement morot ratio 1:6 % Cft 3680	% Cft	5256.63 plugging ir	@Rs: Under Floor and	70 Cft Supplying & Filling Sand	10

Total Rs: 180425

Note:- The Quantities and Rates are Provisional and or Subjected to revision as ner TS by the competant authority

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

d. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 4,320/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.
B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address and being duly imcorporated 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 Prise of Rs:
	be ascertained in accordance with the said Documents.
	2 We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.

Name of Agency:

Part - C Culvert

Bricks

Steel

Cement

01

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

Grand Total (A+B+C)

TOTAL

TOTAL

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria		
01	Registration with PEC (if applicable).		
02	NTN.		
03	Sales Tax Registration.		
04	Professional Tax.		
05	Registration with Sindh Revenue Board (SRB).		
	QUALIFICATION CRITERIA:		
05	Minimum three years' experience of relevant field.		
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).		
07	Required Bid Security is attached.		
08	Bid is signed, named and stamped by the authorized person of the firm along with		
Authorization letter.			
09	Any other factor deemed to be relevant by the procuring agency subject to provision of		
	Rule-44.		

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

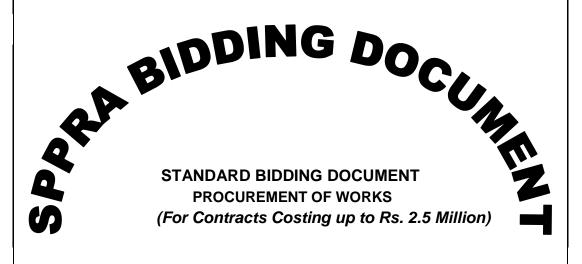
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R of Daur Jamal Shah Road Sim Nala Bridge App: Mile @ 2/4 I/C Repair of 3 Ft Span Culvert (2" Thick Asphalt Concrete).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA				
(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).				
(a). Name of Procuring Agency:	(a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.			
(b). Brief Description of Works. M/R of Daur Jamal Shah Road Sim Nala Bridge App: Mile @ 2/4 I/C Repair of 3 Ft Span Culvert (2" Thick Asphalt Concrete).				
(c). Procuring Agency's address:	- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>			
(d). Estimated Cost:-	<u>0.615 (M)</u>			
(e). Amount of Bid Security 2%:-	Rs: 12,300/ (Fill in lump sum amount			
or in % age of bid amount /es	stimated cost, but not exceeding 5%)			
(f). Period of Bid Validity (days)	:- 90 Days (Not more than Ninty days).			
(g). Security Deposit :-(includin	gbidsecurity):- <u>30,750/</u> 5%			
(in % age of bid amount /estimat	ted cost equal to 10%)			
(h). Percentage, if any, to be ded	ucted from bills:- <u>18,450/</u> 3%			
(i). Deadline for Submission of I Highway Division SBA Near Kaz	Bids along with time: - Office Executive Engineer vi Ahmed Mour. 1.00 pm.			
(j). Venue, Time, and Date of Bid Opening: - <u>Office Executive Engineer</u> <u>Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.</u>				
(k). Name of Contractor.				
(l). Time for Completion from written order of commence: - <u>03 Months</u>				
(m). Liquidity damages: (0.05 of Estimated Cost or Bid cost				
Per day of delay, but total not exceeding 10%).				
C.D No:				
(n). Deposit Receipt No: and figures).	Date: Amount :(in words			
Rate quoted by Contractor. (i) Road Work	% Below/Above			

% Below/Above

% Below/Above

% Below/Above

Contractor

(iv) Bridge

(ii) RCC Pipe

(iii) Culvert Masonery Structure

Executive Engineer Highway Division Shaheed Benazir Abad.

Bill Of Quantities Sr: No: 24

SHEDULE "B"

Name of Work:-

1

M/R of Daur Jamal Shah road Sim Nala Bridge App: Mile 2/4 I/C Repair of 3Ft Span Culvert.

S.No:	Ouantity	Item of Work	Rate	Unit	Amount
J.1 10.	Zumiter	Ittil of Troise	11010	O 1111	1 IIII O GIII

Brick on End Edging

Laying on bricks on end deging including supply of 9"x41/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all coast of materials labour and carriage to the site of work.

4450 Rft 2690.88 % Rft 119744

2 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thickness to proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

1112 Cft 10159.65 % Cft 112975

3 2 coats

Providing 2 Coats on new or existing surface on new or existing surface with 30+25=55 lbs of bitumen of 80-100 penetration & 4.0+2.75=6.75 Cft crush bajri of 1/2"-3/4 guage including cleaning to road surface rolling after eah coat etc complete. Rate includes all coat of material labour, T&P and carriage upto site of work.

2225 Sft 2995.30 % Sft 66645

Total Rs: 299364

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

3"Span RCC Culvert.

Name of Work:- M/R of Daur Jamal Shah road Sim Nala Bridge App: Mile 2/4 I/C Repair of 3Ft Span Culvert.

S.No: Item | Calculations | Rate | Unit | Amount

Cement concrete plain including placing compacting finishing and curring complete including screening and washing of stone aggregate without shuttering Ratio 1:2:4(S.I.No:5/P-18)

115 Cft @Rs: 14429.25 % Cft 16594

2 Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastering including cost of bending wire also includes removal of rust from bars,

Cwt @Rs: 5001.70 Cwt

6.80 Cwt @Rs: 5001.70 Cwt 34012

R.C.C work including all labour and material except the cost of steel refocement and its labour for binding and kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface includes sceening and washing of shingle R.C.C work in roof slab beam column rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.

131 Cft @Rs: 309.78 % Cft 40581

4 Erection and removal of centering for RCC of CC plain (b) Vertical wood.

24 Sft @Rs: 3127.41 % Sft

Total Rs: 91938

751

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

2 Thick Asphalt Concrete.

Name of Work:- M/R of Daur Jamal Shah road Sim Nala Bridge App: Mile 2/4 I/C Repair

of 3Ft Span Culvert.

S.No: Quantity Item of Work Rate Unit Amount

1 <u>2" Thick Asphalt Concrete.</u>

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 incharge including rolling and finishing to proper line and grade level and camber etc complete. Rate includes tack coat with bitumen 80/100 penetration and all cost of material roller, T&P and carriage of material from source of supply to pant and plant to site of work. (Bitumen 127 lbs for mixing in plant and 15 lbs for priming cost).

2225 Sft 9384.72 %Sft 208810

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

e. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of Daur Jamal Shah Road Sim Nala Bridge App: Mile @ 2/4 I/C Repair of 3 Ft Span Culvert (2" Thick Asphalt Concrete).

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 12,300/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of Daur Jamal Shah Road Sim Nala Bridge App: Mile @ 2/4 I/C Repair of 3 Ft Span Culvert (2" Thick Asphalt Concrete).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

 The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of nonavailability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

<u>FORM OF BID</u> (LETTER OF OFFER)

Bid Reference No: M/R of Daur Jamal Shah Road Sim Nala Bridge App: Mile @ 2/4 I/C Repair of 3 Ft Span Culvert (2" Thick Asphalt Concrete).

Го,			
Gentlemen.		The Executive Engineer Highway Division Shaheed Benazir Abad	
	1.		
	Having examined the Bidding Documents including to Bidders, Bidding Data, Conditions of Contract Consequence Specifications, Drawings, if any Schedule of Prices a Nosfor the execution of the above-named the undersigned, begin a company doing business unof address		
		and being duly imcorporated 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 Prise 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 o this Bid.	
	3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.	
	4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.	
	5	We agree to abide by this Bid for the period of form 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	<u></u>	_ 20
(Signature)			
(Seal)			
Address:			
Witness:			
Withess.			
(Signature)			
Nama			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R of Daur Jamal Shah Road Sim Nala Bridge App: Mile @ 2/4 I/C Repair of 3 Ft Span Culvert (2" Thick Asphalt Concrete).

Name of Agency: __

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria		
01	Registration with PEC (if applicable).		
02	NTN.		
03	Sales Tax Registration.		
04	Professional Tax.		
05	Registration with Sindh Revenue Board (SRB).		
	QUALIFICATION CRITERIA:		
05	Minimum three years' experience of relevant field.		
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).		
07	Required Bid Security is attached.		
08	Bid is signed, named and stamped by the authorized person of the firm along with		
	Authorization letter.		
09	Any other factor deemed to be relevant by the procuring agency subject to provision of		
	Rule-44.		

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

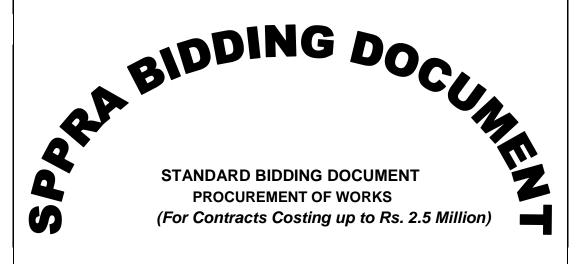
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth.					
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/2015	
DATE OF ISSUE:					
DATE OF OPENING	:				
TENDER ISSUED TO:					
D.R.NO: DATE:					
D.R.AMOUNT:					

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad.

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	EXECUTIVE ENGINEER
	or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
3	Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address). All Bids must be accompanied by a Bid Security in the Amount of Rs. 28 Rs:
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount).
	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency	Executive Engineer, Highway Shaheed Benazir Abad.	Division
(b). Brief Description of Works	. <u>M/R of Culvert Nawabshah 6</u> <u>Mirza Goth.</u>	8th Mile road to Village
(c). Procuring Agency's address	:- <u>Highway Division Shaheed I</u> Situated at near Kazi Ahmed	-
(d). Estimated Cost:-	<u>0.087 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 1,740/</u> (Fill in lump sum	amount
or in % age of bid amount /e	estimated cost, but not exceeding	ıg 5%)
(f). Period of Bid Validity (days	s):- <u>90 Days</u> (Not more than Nir	nty days).
(g). Security Deposit :-(includi	ngbidsecurity):- <u>4,350/</u>	
(in % age of bid amount /estima	ated cost equal to 10%)	
(h). Percentage, if any, to be dec	ducted from bills:- <u>2,610/</u> 3º	<u>⁄o</u>
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>		Executive Engineer
(j). Venue, Time, and Date of Bid (Highway Division SBA Near Ka	- 0	<u>ineer</u>
(k). Name of Contractor.		
(l). Time for Completion from v	written order of commence: - <u>0</u>	3 Months
(m). Liquidity damages: -	(0.05 of Estim	ated Cost or Bid cost
Per day of delay, but total ne	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:- M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth

S.No:	Item		Calculations	Rate	Unit		Amount
1	Cement co	ncrete brick or s	tone ballast 1/1	/2" gauge ra	ntio 1:4:8		
2	29 Pacca Brick	Cft work in found	@Rs: ation and plinth	9416.28 in cement s	% Cft and mortar rati	to 1:4 (S.I.No:4	2731 (-/P-24)
3		Cft ncrete plain inc and washing of s					
4		Cft of mild steel reaking joints and				, ,	0,0
5	for binding exposed su	Cwt k including all l g and kinds of urface includes s and other struc	abour and mate forms moulds l ceening and wa	ifting shutte shing of shir	ering curring rengle R.C.C wor	endering and k in roof slab	finishing the beam colums
6	70 Erection ar	Cft nd removal of ce	@Rs: ntering for RCC	309.78 C of CC plain	% Cft a (b) Vertical wo	ood.	21685
7	24 Cement pla	Sft aster 1:3 upto 20	@Rs: " height 1/2" t (3127.41 S.I.No:9/P-5	% Sft		751
8	224 Brick on Ed (SR.I.No:P-	Sft dge Floring laid 46	02101	2344.59 cortor over a	% Sft bed 3/4" thick	cement moro	5252 t ratio 1:6
	59	Cft	@Rs:	5256.63	% Cft		3101
						Total Rs:	73152/

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

f. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 1,740/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
- B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth.

Го,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	
	1. Having examined the Bidding Documents including Instruction to Bidders, Bidding Data, Conditions of Contract Contract Data, Specifications, Drawings, if any Schedule of Prices and Addenda Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the name ofand
	and being duly imcorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defect therein in conformity with the said Documents including Addenda thereto for the Total Bid Prise o Rs:
	2 We understand that all the Schedules attached hereto form part of this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	L	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
T17.			
Witness:			
(Signature)			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria				
01	Registration with PEC (if applicable).				
02	NTN.				
03	Sales Tax Registration.				
04	Professional Tax.				
05	Registration with Sindh Revenue Board (SRB).				
	QUALIFICATION CRITERIA:				
05	Minimum three years' experience of relevant field.				
06 Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheet					
07	Required Bid Security is attached.				
08	Bid is signed, named and stamped by the authorized person of the firm along with				
	Authorization letter.				
09	Any other factor deemed to be relevant by the procuring agency subject to provision of				
	Rule-44.				

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

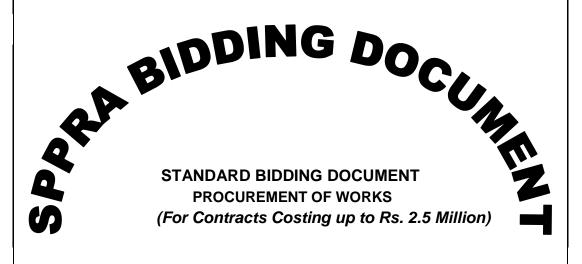
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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

SHS & SERVICES DEPARTALES

GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M	/R of Culvert Daur Jama	l Shah Ghulan	n Musta	ıfa Mashori.
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	i:			
TENDER ISSUED TO	O:			
D.R.NO: DATE:				
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER HIGHWAY DIVISION

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	Division
(b). Brief Description of Works.	M/R of Culvert Daur Jamal Shah Gl	nulam Mustafa Mashori.
(c). Procuring Agency's address:	- <u>Highway Division Shaheed I</u> Situated at near Kazi Ahmed	-
(d). Estimated Cost:-	<u>0.096 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 1,920/</u> (Fill in lump sum	amount
or in % age of bid amount /es	stimated cost, but not exceeding	g 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Nir	nty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>4,800/ 5%</u>	
(in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	ucted from bills:- 2,880/ 3%	<u>⁄o</u>
(i). Deadline for Submission of <u>Highway Division SBA Near Kaz</u>		Executive Engineer
(j). Venue, Time, and Date of Bid C <u>Highway Division SBA Near Kaz</u>	- 0	<u>ineer</u>
(k). Name of Contractor.		
(l). Time for Completion from w	vritten order of commence: - 0	3 Months
(m). Liquidity damages: -	(0.05 of Estim	ated Cost or Bid cost
Per day of delay, but total no	et exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:- M/R of Culvert Daur Jamal Shah Ghulam Mustafa Mashori.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Pacca Bricl	k work in found	ation and plinth	in cement s	and mortar rati	o 1:4 (S.I.No	:4/P-24)
2		Cft ncrete plain incl and washing of					
3	75 Cft @Rs: 14429.25 % Cft 10822 3 Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and festering including cost of bending wire also includes removal of rust from bars,					ding laying in	
4	for binding exposed s	Cwt k including all l g and kinds of t urface includes ts lintels and otl	abour and mate forms moulds li sceening and	ifting shutter washing of	ring curring restant shingle R.C.C	ndering and work in ro	finishing the of slab beam
5	81 Erection ar	Cft nd removal of ce	@Rs: entering for RCC	309.78 C of CC plain	% Cft (b) Vertical wo	ood.	25092
6	24 Cement pla	Sft aster 1:3 upto 20	@ Rs: " height 1/2" t (3127.41 S.I.No:9/P-5	% Sft		751
	121	Sft	@Rs:	2344.59	% Sft	Total Rs	2837 s: 82238

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

g. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of Culvert Daur Jamal Shah Ghulam Mustafa Mashori.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 1,920/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _____ Time: 1.45 PM**.**

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of Culvert Daur Jamal Shah Ghulam Mustafa Mashori.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement
ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
iv) 0 to 30 percent achievement.
iv) 0 to 30 percent achievement.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R of Culvert Daur Jamal Shah Ghulam Mustafa Mashori.

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address and being duly imcorporated 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 Prise of
	Rs:
	2 We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or

persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R of Culvert Daur Jamal Shah Ghulam Mustafa Mashori.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	
	1	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

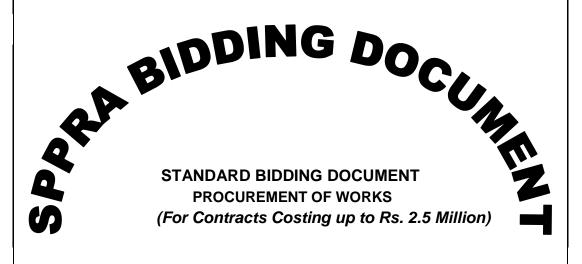
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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

SRIS & SERVICES DEPARTALES

GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R of Road from 60th Mile Deseart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO):			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

SHAHEED BENAZIR ABAD

	persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-
	qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
	A complete set of Bidding Documents may be purchased by an interested eligible Bidder
	on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount).
	Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CO	EXECUTIVE ENGINEER HIGHWAY DIVISION NTRACTOR SHAHEED BENAZIR ARAD
CO	INTRACTOR SHAHEED RENAZIR ARAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	Division
	M/R of Road from 60th Mile 1 Mile 6/0 to village Dost Ali Ri Reaches).	
(c). Procuring Agency's address:	- <u>Highway Division Shaheed E</u> Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>1.276 (M)</u>	
(e). Amount of Bid Security 2%:-	Rs: 25,520/ (Fill in lump sum	amount
or in % age of bid amount /es	stimated cost, but not exceedin	g 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Nin	ty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>63,800/</u> 5%	<u>0</u>
(in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	ucted from bills:- <u>38,280/</u> <u>3</u>	<u>%</u>
(i). Deadline for Submission of <u>Highway Division SBA Near Kaz</u>	_	Executive Engineer
(j). Venue, Time, and Date of Bid O Highway Division SBA Near Kaz		<u>ineer</u>
(k). Name of Contractor.		
(l). Time for Completion from w	ritten order of commence: - 03	3 Months
(m). Liquidity damages: -	(0.05 of Estim	ated Cost or Bid cost
Per day of delay, but total no	et exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.

Sr: No: 27

SHEDULE "B"

Name of Work:-

M/R of road from 60th Mile Deseart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

The residence of a sq. (in reduction).					
S.No:	Quantity	Item of Work	Rate	Unit	Amount
1					
	2495 Cft		10689.74	% Cft	266709
	<u>Ist</u>				
2	COAT Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.				
	13860 Sft		1688.65	% Sft	234047
3	Bajri and 5 Cft hill sand mixing in mechanical r	Consolidated) primixed call of approved quality an mixture in required properals T&P and carriage up	d gauge with 93 ortion heating th	Ibs of bitumen of 80-10	0 penetration including
4	14414 Sft Earth Work Embankmer lead upto 100 lift upto 5f	nt form Barrow Pits include ft (in ordinary Soil).	4686.45 ding laying in 6" l	% Sft ayers clod breaking ram	
	E/W On Berms V	W.E.L (2-0 Mile)			

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

7233.57

CONTRACTOR

17926 Cft

Executive Engineer Highway Division Shaheed Benazir Abad

% Cft

Total Rs:

129669

1305930

BIDDING DATA

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

Instructions to Bidders Clause Reference

h. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R of Road from 60th Mile Deseart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

Highway Division Shaheed Benazir Abad. Phone No: 0244-9370133. Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 25,520/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R of Road from 60th Mile Deseart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.
B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R of Road from 60th Mile Deseart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

Го,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	
	1. Having examined the Bidding Documents including Instruction to Bidders, Bidding Data, Conditions of Contract Contract Data, Specifications, Drawings, if any Schedule of Prices and Addend Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the nam of and address and being duly imcorporated under the laws of Pakistan hereby
	offer to execute and complete such Works and remedy any defect therein in conformity with the said Documents including Addenda thereto for the Total Bid Prise of Rs:
	(Rupees) or such other sum as may be ascertained in accordance with the said Documents.
	We understand that all the Schedules attached hereto form part of this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for period of Twenty Eight (28) days beyond the period of validity of Bid.
	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.
	We agree to abide by this Bid for the period of form 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
	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.
	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	<u></u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R of Road from 60th Mile Deseart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

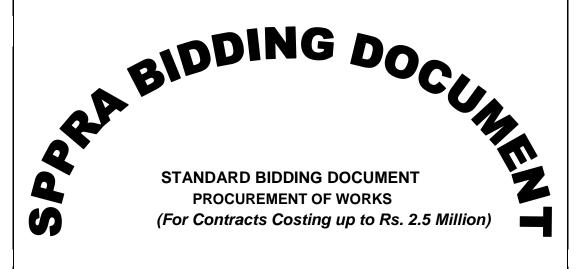
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: M/	R National Highway to Pol	ice Station to S	ardar Ho	ouse Mile 0/0-0/2.
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO):			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER HIGHWAY DIVISION

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad. (b). Brief Description of Works. M/R National Highway to Police Station to Sardar House Mile 0/0-0/2. (c). **Procuring Agency's address:-** <u>Highway Division Shaheed Benazir Abad.</u> Situated at near Kazi Ahmed Road Nawabshah. (d). Estimated Cost:-1.561 (M) (e). Amount of Bid Security 2%:-Rs: 31,220/ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f). Period of Bid Validity (days):- 90 Days (Not more than Ninty days). (g). Security Deposit :- (including bidsecurity):- 78,050/ 5% (in % age of bid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills:- 46,830/ (i). Deadline for Submission of Bids along with time: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm. (j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm. (k). Name of Contractor. (1). Time for Completion from written order of commence: - 03 Months (m). Liquidity damages: - ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%). C.D No: (n). Deposit Receipt No: Amount: (in words Date: and figures). Rate quoted by Contractor. (i) Road Work % Below/Above (ii) RCC Pipe % Below/Above (iii) Culvert Masonery Structure % Below/Above

% Below/Above

Contractor

(iv) Bridge

Executive Engineer Highway Division Shaheed Benazir Abad. **Bill Of Quantities**

Sr: No: 28

SHEDULE "B"

Name of Work:-

M/R National Highway to Police Station to Sardar House road mile 0/0-0/2.

S.No: Unit Quantity Item of Work Rate Amount 1 **Base Course**

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification. (Rate including providing & using Templates, screen, forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

5438 11027.05 599651

Ist

2 <u>coat</u>

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

10877 1670.80 % Sft 181733

1 thick

3 Carpet.

> Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 Ibs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

16315 4620.25 753794 Sft % Sft

> **Total Rs:** 1535178

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

i. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

M/R National Highway to Police Station to Sardar House Mile 0/0-0/2.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 31,220/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - M/R National Highway to Police Station to Sardar House Mile 0/0-0/2.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
- B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: M/R National Highway to Police Station to Sardar House Mile 0/0-0/2.

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	4
	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 Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	We understand that all the Schedules attached hereto form part of this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	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.
	We agree to abide by this Bid for the period of form 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.
	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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - M/R National Highway to Police Station to Sardar House Mile 0/0-0/2.

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	
	1	1

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria			
01	Registration with PEC (if applicable).			
02	NTN.			
03	Sales Tax Registration.			
04	Professional Tax.			
05	Registration with Sindh Revenue Board (SRB).			
	QUALIFICATION CRITERIA:			
05	Minimum three years' experience of relevant field.			
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).			
07	Required Bid Security is attached.			
08 Bid is signed, named and stamped by the authorized person of the firm along v				
	Authorization letter.			
09	Any other factor deemed to be relevant by the procuring agency subject to provision of			
	Rule-44.			

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

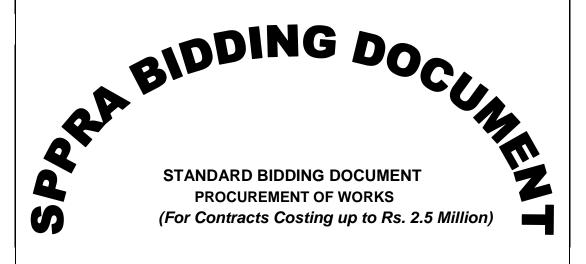
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Re	pair of Culvert fror	n 0/0 of Sakrand	Khad	lhar road.
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO	:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
cc	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	y Division					
(b). Brief Description of Works.	Repair of Culvert from 0/0 of	Sakrand Khadhar road.					
(c). Procuring Agency's address	:- <u>Highway Division Shaheed</u> Situated at near Kazi Ahmed						
(d). Estimated Cost:-	<u>0.112 (M)</u>						
(e). Amount of Bid Security 2%:-	<u>Rs: 2,240/</u> (Fill in lump sum	amount					
or in % age of bid amount /e	stimated cost, but not exceedir	ng 5%)					
(f). Period of Bid Validity (days	f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than Ninty days).						
(g). Security Deposit :-(including	ngbidsecurity):- <u>5,600/</u> 5%	<u>.</u>					
(in % age of bid amount /estima	ted cost equal to 10%)						
(h). Percentage, if any, to be dec	lucted from bills:- 3,360/ 3	<u>%</u>					
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>		Executive Engineer					
(j). Venue, Time, and Date of Bid C <u>Highway Division SBA Near Ka</u>		<u>zineer</u>					
(k). Name of Contractor.							
(l). Time for Completion from v	vritten order of commence: - $\underline{0}$	2 Months					
(m). Liquidity damages: -	(0.05 of Estin	nated Cost or Bid cost					
Per day of delay, but total no	ot exceeding 10%).						
C.D No:							
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words					
Rate quoted by Contractor. (i) Road Work	% Below/Above						
(ii) RCC Pipe	% Below/Above						
(iii) Culvert Masonery Structure	% Below/Above						
(iv) Bridge	% Below/Above						
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.					

3"Span RCC Culvert.

Name of Work:- Repair of Culvert from 0/0 of Sakrand Khadhar Road.

S.No:	Item		Calculations	Rate	Unit	Amount
1	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)					
2						6001 curring complete including 1:2:4(S.I.No:5/P-18)
3		aking joints and	einforcement for			13852 g cutting bending laying in e also includes removal of
4	7.0 Cwt @Rs: 5001.70 % Cwt 35012 R.C.C work including all labour and material except the cost of steel reforement and its labour for binding and kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface includes sceening and washing of shingle R.C.C work in roof slab beam colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.					
5	107 Erection a	Cft nd removal of ce	02101	309.78 C of CC plair	% Cft n (b) Vertical w	33146 yood.
6	24 Cement pl	Sft aster 1:3 upto 20	@ Rs: 0" height 1/2" t (9	3127.41 5.I.No:9/P-5	% Sft	751
7	243 Brick on E (SR.I.No:P			2344.59 ortor over a	% Sft bed 3/4" thick	5697 cement morot ratio 1:6
	90	Cft	@Rs:	5256.63	% Cft	4731 Total Rs: 99190

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

j. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Repair of Culvert from 0/0 of Sakrand Khadhar road.

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 2,240/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Repair of Culvert from 0/0 of Sakrand Khadhar road.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Repair of Culvert from 0/0 of Sakrand Khadhar road.

То,		
		The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	1.	
	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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address and being duly imcorporated 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 Prise of Rs:
		be ascertained in accordance with the said Documents.
	2	We understand that all the Schedules attached hereto form part o this Bid.
	3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	5	We agree to abide by this Bid for the period of form the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	6	Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
	7	We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
	8	We understand that you are not bound to accept the lowest or any Bid you may receive.
	9	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		
-		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Repair of Culvert from 0/0 of Sakrand Khadhar road.

Name of Agency: __

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

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Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

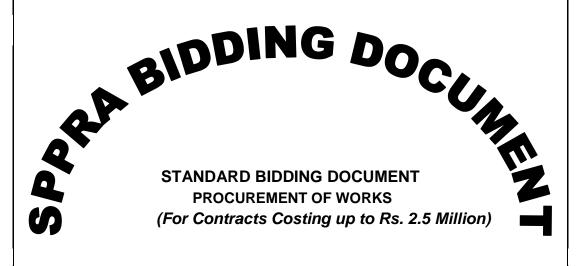
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Rep	oair of Culvert Maj	eed Keerio Mud ro	ad @ I	<u> Ohillo Mori.</u>
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING:				
TENDER ISSUED TO	:			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	Division Division
(b). Brief Description of Works.	Repair of Culvert Majeed Keeri	o Mud road @ Dhillo Mori.
(c). Procuring Agency's address:	- <u>Highway Division Shaheed</u> Situated at near Kazi Ahmed	•
(d). Estimated Cost:-	<u>0.0524 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 1,048/</u> (Fill in lump sum	amount
or in % age of bid amount /e	stimated cost, but not exceedir	ng 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Ni	nty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>2,620/</u> 5%	1
(in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	lucted from bills:- 1,572/ 3°	<u>//o</u>
(i). Deadline for Submission of <u>Highway Division SBA Near Ka</u>		Executive Engineer
(j). Venue, Time, and Date of Bid C Highway Division SBA Near Ka		<u>zineer</u>
(k). Name of Contractor.		
(l). Time for Completion from w	vritten order of commence: - <u>0</u>	2 Months
(m). Liquidity damages: -	(0.05 of Estim	nated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:- Repair of Culvert Majeed Keerio Mud Road @ Dhillo Mori.

S.No:	Item		Calculations	Rate	Unit		Amount
1	laying in	position m	teel reinforcement aking joints and ast from bars,				
2	labour for finishing t roof slab b	binding an he exposed	@Rs: The state of the state	naterial exce s moulds lif s sceening a	ting shuttering of washing	ng curring rer of shingle R.C	ndering and C.C work in
3	84 Erection as	Cft nd removal	@Rs: of centering for I	309.78 RCC of CC p	% Cft blain (b) Verti	cal wood.	26022
4	24 Cement pl	Sft aster 1:3 up	@Rs: to 20" height 1/2	3127.41 " t (S.I.No:9)	% Sft /P-58		751
5	179 Brick on E 1:6 (SR.I.N	0 0	@Rs: laid in 1:6 cemer	2344.59 nt mortor ov	% Sft er a bed 3/4"	thick cement	4197 morot ratio
	54	Cft	@Rs:	5256.63	% Cft	Total Rs:	2839 50465

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

k. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Repair of Culvert Majeed Keerio Mud road @ Dhillo Mori.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 1,048/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Repair of Culvert Majeed Keerio Mud road @ Dhillo Mori.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

<u>FORM OF BID</u> (LETTER OF OFFER)

Bid Reference No: Repair of Culvert Majeed Keerio Mud road @ Dhillo Mori.

Го,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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, begin a company doing business under the name of and being duly imcorporated 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 Prise of Rs: (Rupees) or such other sum as may
	be ascertained in accordance with the said Documents.
	We understand that all the Schedules attached hereto form part of this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(0)		
(0.1)		
(Seal)		
Address:		
ridaress.		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Repair of Culvert Majeed Keerio Mud road @ Dhillo Mori.

Name of	Agency:	
Item No:	Description	Amount

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

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Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

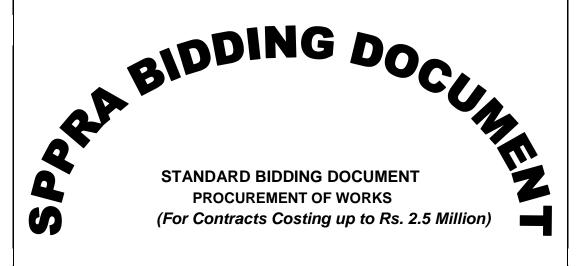
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Repair of Culvert @ Recondg: of App: @ Fathpur Mori.					
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015	
DATE OF ISSUE:					
DATE OF OPENING:					
TENDER ISSUED TO	:				
D.R.NO: DATE:					
D.R.AMOUNT:					

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).					
(a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.					
(b). Brief Description of Works. Repair of Culvert @ Recondg: of App: @ Fathpur Mori.					
(c). Procuring Agency's address:- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>					
(d). Estimated Cost:- <u>0.251 (M)</u>					
(e). Amount of Bid Security 2%:- Rs: 5,020/ (Fill in lump sum amount					
or in % age of bid amount /estimated cost, but not exceeding 5%)					
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than Ninty days).					
(g). Security Deposit :-(including bids ecurity):- 12,550/ 5%					
(in % age of bid amount /estimated cost equal to 10%)					
(h). Percentage, if any, to be deducted from bills:- $\frac{7,530}{}$					
(i). Deadline for Submission of Bids along with time: - Office Executive Engineer					

(j). **Venue, Time, and Date of Bid Opening: -** <u>Office Executive Engineer</u> Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.

Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm.

- (k). Name of Contractor.
- (1). Time for Completion from written order of commence: 02 Months
- (m). **Liquidity damages: -** ______ (0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10%).

C.D No:

(n). Deposit Receipt No: Date: Amount :(in words and figures).

Rate quoted by Contractor.

(i) Road Work % Below/Above

(ii) RCC Pipe % Below/Above

(iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

SHEDULE "B"

Name of Work:- Repair of Culvert & Recondg: of App: @ Fathpur Mori.

S.No: Quantity Item of Work Rate Unit Amount

1 Base Course

Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-11/2" in required thicknessto proper camber and grade including supplying and spreading 15 cft: screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achive 100% density as per modified AASHO specification.(Rate including providing & using Templates,screen,forms as directed). (Rate includes cost of materials T&P and carriage upto site of work).

113 Cft 10737.92 % Cft 12134

Ist

2 coat

Providing surface dressing Ist coat on new or existing surface with 30 Ibs of biumen of 80-100 penetration & 4 cft cruch bajri of 3/8-3/4" guage including cleaning to road surface rolling after each coat etc eomlete. Rate includes all cost of materials T&P and Carriage upto site of work.

3090 Sft 1662.18 % Sft 51361

3 <u>1 thick Carpet.</u>

Providing 1"1/2 thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 lbs of bitumen of 80-100 penetration including mixing in mechanical mixture in required proportion heating the material and cleaning to road surface. Rate including all cost of materials T&P and carriage upto site of work.

3090 Sft 4591.13 % Sft 141866

Total Rs: 205361

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

3"Span RCC Culvert.

Name of Work:- Repair of Culvert & Recondg: of App: @ Fathpur Mori.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Fabrication of	f mild steel reir	forcement for ce	ement conc	rete includ	ding cutting ber	nding laying in
	•	0,	fastering includi	ng cost of l	bending	wire also includ	des removal of
	rust from bar	S,					
			0.7		%		
	3.33	Cwt	@Rs:	5001.70	Cwt		16656
2			our and materia				
			rms moulds lifti				
			ceening and wa				
	colums rafts l	intels and othe	r structure main	bars in pos	sition com	plete in all resp	ect ratio 1:2:4.
	84	Cft	@Rs:	309.78	% Cft		26022
3	Erection and	removal of cen	tering for RCC o	f CC plain	(b) Vertica	al wood.	
	24	Sft	@Rs:	3127.41	% Sft		751
4	Cement plast	er 1:3 upto 20"	height 1/2" t (S.I	.No:9/P-58	;		
	179	Sft	@Rs:	2344.59	% Sft		4197
5	0	0	n 1:6 cement mor	tor over a b	oed 3/4" tl	hick cement mo	rot ratio 1:6
	(SR.I.No:P-46						
	54	Cft	@Rs:	5256.63	% Cft		2839
						Total Rs:	50465

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

1. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Repair of Culvert @ Recondg: of App: @ Fathpur Mori.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> <u>Fax No: 0244-366648.</u>

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 5,020/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Repair of Culvert @ Recondg: of App: @ Fathpur Mori.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

- A) Purchase before 1970 20,000 Cft.
- B) Purchase after 1970 30,000 Cft.
- 4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Repair of Culvert @ Recondg: of App: @ Fathpur Mori.

Го,		
	The Executive Engineer Highway Division Shaheed Benazir Abad	
Gentlemen.	1	
	1. Having examined the Bidding Doct to Bidders, Bidding Data, Conditions Specifications, Drawings, if any Sch Nosfor the execution of the undersigned, begin a company of address	s of Contract Contract Data, nedule of Prices and Addenda f the above-named Works, we,
	and being duly imcorporated unde offer to execute and complete such V therein in conformity with the Addenda thereto for the Rs:	Works and remedy any defects said Documents including Total Bid Prise of) or such other sum as may
	be ascertained in accordance with th	e said Documents.
	We understand that all the Schedul this Bid.	es attached hereto form part o
	As Security for due performance of Obligations of this Bid, we submit shape of call deposit No Bank in the drawn in your favour or made period of Twenty Eight (28) days	herewith a Bid Security in the dated amount of Rs: ayable to you and valid for a
	of Bid.	
	We undertake, if our Bid is accepted to deliver and complete the Wor within the time (s) stated in Contra	ks comprised in the Contract
	We agree to abide by this Bid for the form the date fixed for receiving the binding upon us and may be acceptant to a spiration of that period.	he same and it shall remain
	6 Unless and until a formal Agreem this Bid together with your writte constitute a binding contract betw	n acceptance thereof shall
	We undertake if our Bid is accept Security referred to in Conditions performance of the Contract.	
	We understand that you are not be any Bid you may receive.	oound to accept the lowest or
	We do hereby declare that the Bid comparison of figures or arrangen persons making a Bid for the Wor	nent with any other person or

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		_
Witness:		
(Signature)		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Repair of Culvert @ Recondg: of App: @ Fathpur Mori.

Name of Agency: _

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

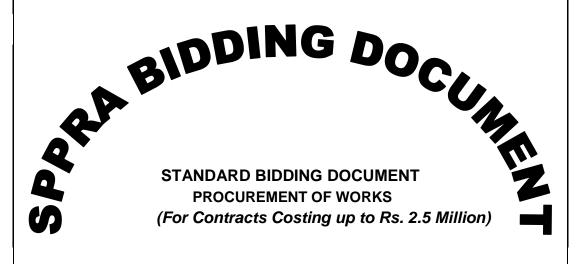
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.				
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING				
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

1	The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad. [enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
CC	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED RENAZIR ARAD

- SHAHEED BENAZIR ABAD
- [Note: 1. Procuring Agency to enter the requisite information in blank spaces.
 - The Bid shall be opened within one hour after the deadline for submission of Bids]

BIDDING DATA

<u>bidding data</u>
(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).
(a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.
(b). Brief Description of Works. Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.
(c). Procuring Agency's address:- <u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>
(d). Estimated Cost:- <u>0.125 (M)</u>
(e). Amount of Bid Security 2%:- Rs: 2,500/ (Fill in lump sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)
(f). Period of Bid Validity (days):- <u>90 Days</u> (Not more than Ninty days).
(g). Security Deposit :-(including bidsecurity):- 6,250/ 5%
(in % age of bid amount /estimated cost equal to 10%)
(h). Percentage, if any, to be deducted from bills:- 3,750/ 3%
(i). Deadline for Submission of Bids along with time: - <u>Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.00 pm.</u>
(j). Venue, Time, and Date of Bid Opening: - Office Executive Engineer Highway Division SBA Near Kazi Ahmed Mour. 1.45 pm.
(k). Name of Contractor.
(l). Time for Completion from written order of commence: - <u>02 Months</u>
(m). Liquidity damages: (0.05 of Estimated Cost or Bid cost
Per day of delay, but total not exceeding 10%).

C.D No:

(n). Deposit Receipt No: Date: Amount :(in words and figures).

Rate quoted by Contractor. (i) Road Work

(i) Road Work % Below/Above

(ii) RCC Pipe % Below/Above

(iv) Bridge % Below/Above

Contractor

Executive Engineer Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:- Repair of Culvert @ Ghulam Rasool Jamali Road 2 Nos.

S.No:	Item		Calculations	Rate	Unit		Amount
1			eel reinforceme			0	0
	, ,		king joints and st from bars,	l fastering	including co	ost of bending	wire also
	7.78	Cwt	@Rs:	5001.70	% Cwt		38913
2	labour for finishing the	binding and he exposed eam colums	all labour and i d kinds of form surface include rafts lintels and	s moulds li s sceening a	fting shutter and washing	ring curring ren g of shingle R.C	dering and C.C work in
	197	Cft	@Rs:	309.78	% Cft		61027
3	Erection ar	nd removal c	of centering for I	RCC of CC p	lain (b) Vert	ical wood.	
	47	Sft	@Rs:	3127.41	% Sft		1470
4	Cement pla	aster 1:3 upto	o 20" height 1/2	" t (S.I.No:9/	'P-58		
5	389 Brick on Ed 1:6 (SR.I.N	0 0	@Rs: aid in 1:6 cemen	2344.59 at mortor over	% Sft er a bed 3/4'	' thick cement m	9120 norot ratio
	126	Cft	@Rs:	5256.63	% Cft		6623
						Total Rs:	117153

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

m. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.

5.1 (a) **Procuring Agency's address:**

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 2,500/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue: _		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
iii) 30 to 60 percent achievement.
iv) 0 to 30 percent achievement.
30% Extra rental value.
60% Extra rental value.
100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.

То,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	and being duly imcorporated 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 Prise of Rs:
	We understand that all the Schedules attached hereto form part o this Bid.
	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4 We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	We agree to abide by this Bid for the period of form 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
	We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
	8 We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(0)		
(0.1)		
(Seal)		
Address:		
ridaress.		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.

Name of Agency: _

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

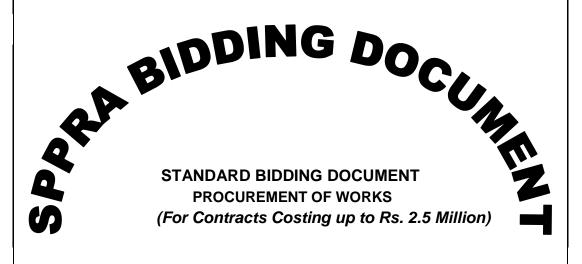
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Repair of Culvert @ Khadhar Varr road (2 Nos).				
NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency **Executive Engineer, Highway Division Shaheed Benazir Abad.**

Dated: 06-03-2015 **Bid Reference No:** TC/G-55/448

SHAHEED BENAZIR ABAD

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter tittel, type and Financial volume of work) which will be completed in (enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees (insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs: or percentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
cc	EXECUTIVE ENGINEER HIGHWAY DIVISION ONTRACTOR SHAHEED BENAZIR ARAD

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

BIDDING DATA

(This section should be filled in	by the Engineer/P	rocuring Agency b	efore issuance of
the Bidding Documents).			

(a). Name of Procuring Agency:	Executive Engineer, Highway Shaheed Benazir Abad.	<u>Division</u>
(b). Brief Description of Works.	Repair of Culvert @ Khadhar	Varr road (2 Nos).
(c). Procuring Agency's address :	- <u>Highway Division Shaheed B</u> Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>0.125 (M)</u>	
(e). Amount of Bid Security 2%:-	Rs: 2,500/ (Fill in lump sum a	nmount
or in % age of bid amount /e	stimated cost, but not exceeding	g 5%)
(f). Period of Bid Validity (days)	:- <u>90 Days</u> (Not more than Nin	ty days).
(g). Security Deposit :-(including	ngbidsecurity):- <u>6,250/</u>	
(in % age of bid amount /estima	ted cost equal to 10%)	
(h). Percentage, if any, to be ded	lucted from bills:- <u>3,750/</u> 3%	, <u>0</u>
(i). Deadline for Submission of Highway Division SBA Near Ka	_	Executive Engineer
(j). Venue, Time, and Date of Bid O Highway Division SBA Near Ka		inee <u>r</u>
(k). Name of Contractor.		
(l). Time for Completion from w	vritten order of commence: - <u>02</u>	2 Months
(m). Liquidity damages: -	(0.05 of Estimate	ated Cost or Bid cost
Per day of delay, but total no	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer

Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:- Repair of Culvert @ Khadhar Varr road (2 Nos).

S.No:	Item		Calculations	Rate	Unit		Amount
1			eel reinforceme			0	0
	, ,		aking joints and st from bars,	l fastering	including co	ost of bending	wire also
	7.78	Cwt	@Rs:	5001.70	% Cwt		38913
2	labour for finishing the	binding and he exposed eam colums	all labour and a d kinds of form surface include a rafts lintels and	s moulds li s sceening a	fting shutter and washing	ring curring ren g of shingle R.C	dering and C.C work in
	197	Cft	@Rs:	309.78	% Cft		61027
3	Erection ar	nd removal c	of centering for I	RCC of CC p	lain (b) Vert	ical wood.	
	47	Sft	@Rs:	3127.41	% Sft		1470
4	Cement pla	aster 1:3 upt	o 20" height 1/2	" t (S.I.No:9/	'P-58		
5	389 Brick on Ed 1:6 (SR.I.N	0 0	@Rs: aid in 1:6 cemer	2344.59 at mortor over	% Sft er a bed 3/4'	' thick cement m	9120 norot ratio
	126	Cft	@Rs:	5256.63	% Cft		6623
						Total Rs:	117153

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir

BIDDING DATA

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

Instructions to Bidders Clause Reference

n. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Repair of Culvert @ Khadhar Varr road (2 Nos).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 2,500/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Highway Division Shaheed Benazir Abad.

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1.	45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Repair of Culvert @ Khadhar Varr road (2 Nos).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft. B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Repair of Culvert @ Khadhar Varr road (2 Nos).

Го,	
	The Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	1
	1. Having examined the Bidding Documents including Instruction to Bidders, Bidding Data, Conditions of Contract Contract Data, Specifications, Drawings, if any Schedule of Prices and Addend Nosfor the execution of the above-named Works, we the undersigned, begin a company doing business under the nam of and address
	and being duly imcorporated under the laws of Pakistan hereb offer to execute and complete such Works and remedy any defect therein in conformity with the said Documents includin Addenda thereto for the Total Bid Prise of Rs:
	2 We understand that all the Schedules attached hereto form part this Bid.
	3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for period of Twenty Eight (28) days beyond the period of validit 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.
	We agree to abide by this Bid for the period of form 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
	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.
	We understand that you are not bound to accept the lowest or any Bid you may receive.
	We do hereby declare that the Bid is made without any collusio comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this	day of	 _ 20
(Signature)		
(Seal)		
Address:		
Witness:		
(Signature)		
Name		
Address:		

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Repair of Culvert @ Khadhar Varr road (2 Nos).

Name of Agency:

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

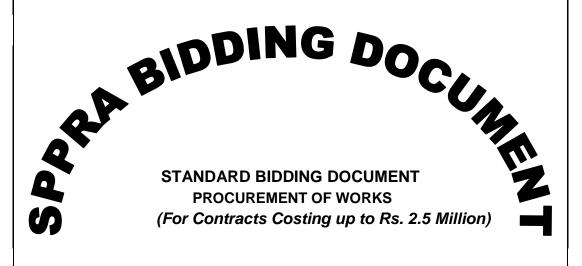
Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD



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



GOVERNMENT OF SINDH HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER/BIDDING DOCUMENTS

NAME of WORK: Repair of Culvert Sakrand Khadhar road to Village Saleh Unar (2 Nos).

NIT NO: DATED:	No: TC/G-55/	Dated:	/	/ 2015
DATE OF ISSUE:				
DATE OF OPENING	:			
TENDER ISSUED TO) :			
D.R.NO: DATE:				
D.R.AMOUNT:				

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

1 The Procuring Agency Executive Engineer, Highway Division Shaheed Benazir Abad.

Dated: 06-03-2015 Bid Reference No: TC/G-55/448

	[enter name of the procuring agency], Invites sealed Bids from interested Firms or persons licensed by the Pakistan Engineering Council in the appropriate category [not required for works costing Rs. 2.5 Million or less] and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works,
	will be completed in(enter appropriate time period) days.
2	A complete set of Bidding Documents may be purchased by an interested eligible Bidder on submission of a written application to the office given below and upon payment of a non-Refundable fee of Rupees(insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Near Kazi Ahmed Road Nawabshah (Mailing Address).
3	All Bids must be accompanied by a Bid Security in the Amount of Rs. 2% Rs:orpercentage of Bid price in the form of (pay order/demand draft/Bank guarantee0 and must be delivered to Executive Engineer, Highway Division, Shaheed Benazir Abad (Indicate Address and Exact Location) at or before 1.0 Hours, on (Date). Bids will be opened at 1.45 hours on the same day in the presence of Bidders' representatives who choose to attend, at the same Address (indicate the Address it if differs).
	EXECUTIVE ENGINEER

CONTRACTOR

HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency	Executive Engineer, Highway Shaheed Benazir Abad.	y Division
(b). Brief Description of Works	s. <u>Repair of Culvert Sakrand K</u> <u>Saleh Unar (2 Nos).</u>	hadhar road to Village
(c). Procuring Agency's address	s:- <u>Highway Division Shaheed</u> Situated at near Kazi Ahmed	
(d). Estimated Cost:-	<u>0.125 (M)</u>	
(e). Amount of Bid Security 2%:-	<u>Rs: 2,500/</u> (Fill in lump sum	amount
or in % age of bid amount /	estimated cost, but not exceeding	ng 5%)
(f). Period of Bid Validity (days	s):- <u>90 Days</u> (Not more than Ni	nty days).
(g). Security Deposit :-(includi	ingbidsecurity):- <u>6,250/</u> 5%	<u>1</u>
(in % age of bid amount /estime	ated cost equal to 10%)	
(h). Percentage, if any, to be de	ducted from bills:- 3,750/ 3	<u>%</u>
(i). Deadline for Submission of Highway Division SBA Near Ka		Executive Engineer
(j). Venue, Time, and Date of Bid Highway Division SBA Near Ka	- 0	<u>zineer</u>
(k). Name of Contractor.		
(l). Time for Completion from	written order of commence: - <u>(</u>	<u> 2 Months</u>
(m). Liquidity damages: -	(0.05 of Estin	nated Cost or Bid cost
Per day of delay, but total n	ot exceeding 10%).	
C.D No:		
(n). Deposit Receipt No: and figures).	Date:	Amount :(in words
Rate quoted by Contractor. (i) Road Work	% Below/Above	
(ii) RCC Pipe	% Below/Above	
(iii) Culvert Masonery Structure	% Below/Above	
(iv) Bridge	% Below/Above	
Contractor		Executive Engineer Highway Division Shaheed Benazir Abad.

3"Span RCC Culvert.

Name of Work:- Repair of Culvert Sakrand Khadhar road to village Saleh Unar 92 Nos).

S.No:	Item		Calculations	Rate	Unit	Amount
1		aking joints and			,	g cutting bending laying in e also includes removal of
2	for binding exposed su	g and kinds of a surface includes s	abour and mate forms moulds l ceening and wa	ifting shutte shing of shi	ering curring rengle R.C.C wor	38913 refocement and its labour endering and finishing the k in roof slab beam colums espect ratio 1:2:4.
3	197 Erection ar	Cft nd removal of ce		309.78 C of CC plair	% Cft n (b) Vertical wo	61027 bod.
4	47 Cement pla	Sft aster 1:3 upto 20		3127.41 S.I.No:9/P-5	% Sft	1470
5	389 Brick on Ed (SR.I.No:P-	0		2344.59 ortor over a	% Sft bed 3/4" thick	9120 cement morot ratio 1:6
	126	Cft	@Rs:	5256.63	% Cft	6623
						Total Rs: 117153

Note:- The Quantities and Rates are Provisional and or Subjected to revision as per T.S by the competant authority.

CONTRACTOR

Executive Engineer Highway Division Shaheed Benazir Abad

BIDDING DATA

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

Instructions to Bidders Clause Reference

o. Name of Procuring Agency

Executive Engineer, Highway Division Shaheed Benazir Abad.

(Insert name of the Procuring Agency)

Brief Description of Works:

Repair of Culvert Sakrand Khadhar road to Village Saleh Unar (2 Nos).

5.1 (a) Procuring Agency's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Situated at near Kazi Ahmed Road Nawabshah.</u>

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

(b) Engineer's address:

<u>Highway Division Shaheed Benazir Abad.</u> <u>Phone No: 0244-9370133.</u> Fax No: 0244-366648.

(Insert name and address of the Engineer, if any, with telex/fax.)

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs-----Million);
- ii. Technical capacity :(mention the appropriate category of registration with PEC and Qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security Rs: 2,500/

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 13 copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission** <u>Highway Division Shaheed Benazir Abad.</u>

Situated at near Kazi Ahmed Road Nawabshah.

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

15.1 Deadline for Submission of Bids

Time: (1.00 PM)

16.1 Venue, Time, and Date of Bid Opening

Venue:		
Time: 1	.45 PM.	

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

SCHEDULE 'A'

SCHEDULE SHOWING (AOPPROXIMATE MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE.

Name of Work: - Repair of Culvert Sakrand Khadhar road to Village Saleh Unar (2 Nos).

Necessary Conditions.

- 1. The Bitumen will be arranged by the contractor (s) himself/themselves at his/their own cost the National Refinery Karachi to site of work after authorization by District Government.
- 2. Road Roller will be supplied by the Department if available and hire charges there of will be recovered from the contractor at the following rates.

(10-18 Tons Road Roller Rs.24, 000/- per Month (Which are subject to change at the time of hiring)

3. The minimum monthly progress of each type of Road Roller for consolidated hard crust shall be as under:-

ROAD ROLLER 10-18 TONS.

A) Purchase before 1970 20,000 Cft.

B) Purchase after 1970 30,000 Cft.

4. In case the minimum out put is less than the above, the following penal rates will be charged.

i) 90 to 100 percent achievement No penalty.

ii) 60 to 90 percent achievement
 iii) 30 to 60 percent achievement.
 iv) 0 to 30 percent achievement.
 30% Extra rental value.
 60% Extra rental value.
 100% Extra rental value.

- 5. The road roller will be supplied to the contractor in perfect working order to which the contractor will acknowledge in writing.
- 6. The contractor will have to arrange service of Road Roller supplied to him. The weekly P.O.L.and minor repairs of the road roller upto Rs.2000/- will also be the responsibility of the contractor. The roller supplied to contractor are to be returned in good shape and condition and such certificate obtained from the D.D.O. Incharge. Driver and Cleaner of Road Roller will only be provided and paid by the department in case of non-availability of road roller with the department it will be arrange by the contractor himself and no claim for non supply of roller by the department will be entertained.
- 7. The contractor will bear himself the expenses of transportation of road roller to the site of work and back to the place from which it was taken and hire charges will be levied from the date of the delivery is given to the contractor. The period of Idle month of road roller will be counted towards levy of hire charges.
- 8. Other Machinery as required will be hired out to the contractor if available with the Division and the hire charges will be determined by the District Officer Incharge and the contractor which will form the part of Agreement.

GENERAL CONDITION..

- 1. No claim of any kind what so ever shall be entertained of the contractor on account of non-availability of road making machinery i/c road roller or its break down during the course of execution of work and on account of non availability of Railway Waggon for Transportation of materials or any other reasons.
- 2. Stone metal, Bajri will be stacked out site berms, In case space out side berms is not available then it will be stacked away from the edges of the metalled portion of the road with the written permission of the Engineer Incharge or his authorized sub-ordinate.
- 3. Stone metal, Bajri and other materials required for the work shall be accepted after approval of the Engineer Incharge.
- 4. The Programme of work i/c arrangement of labour and materials will have to be discussed with Engineer Incharge and get approved from him and consumed accordingly.
- 5. All work shall be carriedout as per Highway Department Specifications. Director General Highways Department instruction No.2 and other specification of the Division as directed by D.O. or his authorizedRepresentative.
- 6. Final Bill will be paid to the contractor on the basis of build up thickness of road as per Specification. The Running measurements shall be treated as advance to be finally set right in the final payment as Stipulated above.
- 7. Where deemed necessary, the D.O. shall get the road roller repaired/over hauled and recover the cost there of from the contractor's bill.

FORM OF BID (LETTER OF OFFER)

Bid Reference No: Repair of Culvert Sakrand Khadhar road to Village Saleh Unar (2 Nos).

То,		
	F	he Executive Engineer Highway Division Shaheed Benazir Abad
Gentlemen.	_	
	t 9 1 t 0	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 Nosfor the execution of the above-named Works, we, the undersigned, begin a company doing business under the name of and address
	t 1 1	and being duly imcorporated 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 Prise of Rs:
	2	We understand that all the Schedules attached hereto form part o this Bid.
	3	As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No dated Bank in the amount of Rs: drawn in your favour or made payable to you and valid for a period of Twenty Eight (28) days beyond the period of validity of Bid.
	4	We undertake, if our Bid is accepted to commence the Works and to deliver and complete the Works comprised in the Contract within the time (s) stated in Contract Data.
	5	We agree to abide by this Bid for the period of form 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	<u></u>	_ 20
(Signature)			
(-8)			
(Seal)			
Address:			
Witness:			
(Signature)			
Name			
Address:			

SCHEDULE - A TO BID SCHEDULE OF PRICES

Name of Work: - Repair of Culvert Sakrand Khadhar road to Village Saleh Unar (2 Nos).

Name of Agency: _

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
	Part - C Culvert	
01	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

Total (to be carried to Summary of Bid Prise) Add / Deduct the Percentage Quoted above / below on the Prices of Items based on Composite Schedule of Rates.

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

S No.	Eligibility / Qualification Criteria
01	Registration with PEC (if applicable).
02	NTN.
03	Sales Tax Registration.
04	Professional Tax.
05	Registration with Sindh Revenue Board (SRB).
	QUALIFICATION CRITERIA:
05	Minimum three years' experience of relevant field.
06	Turnover of at least last three years (Bank state, Tax Returns, Audited Balance sheers etc).
07	Required Bid Security is attached.
08	Bid is signed, named and stamped by the authorized person of the firm along with
	Authorization letter.
09	Any other factor deemed to be relevant by the procuring agency subject to provision of
	Rule-44.

Note: The procuring agency may modify the Criteria as per their requirements.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is Unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-incharge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- **(A)** Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- **(C)** In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- **(E)** In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and Which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority. Shall be final, conclusive and binding on all parties to the contract upon all questions Relating to the meaning of the specifications, designs drawings, and instructions, Hereinbefore mentioned and as to the quality of workmanship, or materials used on the Work or as to any other questions, claim, right, matter, or thing whatsoever in any way Arising out of, or relating to the contract design, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the Execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in- charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the Sale thereof.

Clause -18: Financial Assistance / Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable Materials/quantities anticipated to be consumed/utilized on the work Within a period of three months from the date of issue of secured Advance and definitely not for full quantities of materials for the entire Work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above Provisions shall be affected from the monthly payments on actual Consumption basis, but not later than period more than three months (Even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government By the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the Whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are Checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this Period have been corrected, the security deposit lodged by a contractor (in cash or Recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

EXECUTIVE ENGINEER HIGHWAY DIVISION SHAHEED BENAZIR ABAD