

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

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

CONTRACTOR

**EXECUTIVE ENGINEER
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 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.** CONSTR: OF ROAD FROM SIRAI MOHABAT SETHAR TO
BATRO MILE 1/5+330-1/7 & 2/1+220-2/4 (REMAINING WORK).
- (c). **Procuring Agency's address:** - Highway Division Shaheed Benazir Abad.
Situating 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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 250,000/ 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:** - 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.**
- (l). **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 Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
01

SCHEDULE "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).

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.					
	14276	Cft	526.28		% Cft	75131
1	Earth work (Formation) Earth work for road embankment by bulldozers 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					
	65932	Cft	7233.57		% 0Cft	476924
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.					
	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	Ist coat Providing surface dressing Ist coat on new or existing surface with 30 lbs 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.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 dia Coller of B Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster head.				

160Rft.

Rs.412.00P.Rft

Rs:65920/-

TotalRs: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 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	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	Cft		5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Flooring 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
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

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

1.1 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:

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:

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: 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: - CONSTITUTION OF ROAD FROM SIRAI MOHABAT SETHAR TO BATRO MILE 1/5+330-1/7 & 2/1+220-2/4 (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 output 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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

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

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTITUTION 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	
01	Part - C Culvert	
	Bricks	
	Steel	
	Cement	
	TOTAL	
	Grand Total (A+B+C)	

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

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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTT: OF ROAD FROM PREETAM SHAKH TRIMORE TO MUHBULLAH
SHAH MILE 1/0+440-1/4 (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
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 guarantee) 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 if differs).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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.** CONSTITUTION OF ROAD FROM PREETAM SHAKH TRIMORE TO
MUHBULLAH SHAH MILE 1/0+440-1/4 (REMAINING WORK).
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 3.40 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 68,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 170,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 102,000/ 3%
- (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.**
- (l). **Time for Completion from written order of commencement:** - 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 Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
02

SCHEDULE "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:	Quantity	Item of Work	Rate		Unit	Amount
1		Earth work (Formation) Earth work for road embankment by bulldozers 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		% 0Cft	821010
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	Rft	2823.74		% Rft	127972
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).				
	6798	Cft	10352.41		% Cft	703757
5		3 coats Providing surface dressing Ist coat on new or existing surface with 30 lbs 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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.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.				

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

S.No:	Item		Calculations	Rate	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).						
	1600	Cft	@Rs:	3176.25	Cft	%0	5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
	5.27	Cwt	@Rs:	5001.70	Cwt	%	26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

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

2.1 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:

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:

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

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: - CONSTITUTION 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

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

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion Comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTITUTION 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
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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 3/6 TO VILLAGE HAMID AFZAL
SHAH MILE 0/0-0/4 (REMAINING WORK).
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 4.00 (M)
- (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):-** 90 Days (Not more than Ninety days).
- (g). **Security Deposit :- (including bid security):-** 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: -** 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.**
- (l). **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: and figures).	Date:	Amount : (in words
---	-------	---------------------

Rate quoted by Contractor.

- | | |
|---------------------------------|----------------|
| (i) Road Work | % Below/ Above |
| (ii) RCC Pipe | % Below/ Above |
| (iii) Culvert Masonry Structure | % Below/ Above |
| (iv) Bridge | % Below/ Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
03

SCHEDULE "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		Earth work (Formation) Earth work for road embankment by bulldozers 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 (2-0 Miles) 62500 Cft 8681.43 % 0Cft 542589 E/W 95-100% Density W.E.L 12690 Cft 11215.37 % 0Cft 142323 E/W On Berms W.E.L 54283 Cft 7233.57 % 0Cft 392660 E/W 85% Density W.O.L (2-0 Miles) 46758 Cft 3656.23 % 0Cft 170958 E/W 95-100% Density W.O.L 9517 Cft 6190.17 % 0Cft 58912 E/W On Berms W.O.L 6800 Cft 2208.37 % 0Cft 15017				
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. 9517 Cft 8950.85 % Cft 851852				
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. 3172 Rft 2729.96 % Rft 86594				
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). 4759 Cft 10207.85 % Cft 485792				
5		3 coats 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. 23390 Sft 4222.20 % Sft 987573				
					Total	
					Rs:	3734270

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

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 & 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).

S.No:	Item		Calculations	Rate	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		
	1600	Cft	@Rs:	3176.25	Cft		5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng laid in 1:6 cement morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

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:

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:

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: 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: - CONSTITUTION 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)

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 output 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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

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

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM 3/6 TO VILLAGE HAMID AFZAL SHAH MILE 0/0-0/4
(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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTITUTION 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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 3.60 (M)
- (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):-** 90 Days (Not more than Ninty days).
- (g). **Security Deposit :-(including bid security):-** 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:** - 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.**
- (l). **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: 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.

Bill Of Quantities
Sr: No:
04

SCHEDULE "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		Earth work (Formation) Earth work for road embankment by bulldozers 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 On Berms W.O.L</u>				
	27199 Cft		2208.37		% 0Cft	60065
2		<u>Sub Base Course</u> Preparing sub base cause 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		<u>Brick on End Edging</u> 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		<u>Base Course</u> 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
5		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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

SCHEDULE "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" 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

3"Span RCC Culvert.

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:	Item		Calculations	Rate	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		
	1600	Cft	@Rs:	3176.25	Cft		5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,				%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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 comnetant 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:

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:

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: 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

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 DODO CHUTTO TO FULKO PANJABI VIA 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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).

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM DODO CHUTTO TO FULKO PANJABI VIA
HABIBULLAH LAKHO MILE 0/0-0/4 (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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

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

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 guarantee) 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 if differs).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 GUPCHANI NAWAZ DAHRI
ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3
(REMAINING WORK).
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 4.50 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 90,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 225,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 135,000/ 3%
- (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.**
- (l). **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.**

Bill Of Quantities
Sr: No:
05

SCHEDULE "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).

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1		Earth work (Formation) Earth work for road embankment by bulldozers 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.O.L 142000 Cft E/W 95-100% Density W.O.L 28552 Cft E/W On Berms W.O.L 20399 Cft	3656.23 6190.17 2208.37		% 0Cft % 0Cft % 0Cft	519185 176742 45049
2		Sub Base Course Preparing sub base cause 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. 12236 Cft	9470.50		% Cft	1158810
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 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 Cft	10786.12		% Cft	659895
5		Ist coat Providing surface dressing Ist coat on new or existing surface with 30 lbs 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 Sft	1662.32		% Sft	406820
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. 24473 Sft	4591.43		% Sft	1123661
Total Rs:						4200764

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

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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.				

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

S.No:	Item		Calculations	Rate	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		
	1600	Cft	@Rs:	3176.25	Cft		5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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 hv the comnetant 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:

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:

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: 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

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

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM GUPCHANI NAWAZ DAHRI ROAD 4/2 TO VILLAGE NAZAR BHANGWAR MILE 0/0-0/3 (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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTITUTION OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT 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
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 guarantee) 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 if it differs).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 WARIS ALI LASHARI VIA
CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4
(REMAINING WORK).
- (c). **Procuring Agency’s address:-** Highway Division Shaheed Benazir Abad.
Situating 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 Ninety days).
- (g). **Security Deposit :-(includingbidsecurity):-** 250,000/ 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:** - 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.**
- (l). **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.**

Bill Of Quantities
Sr: No:
06

SCHEDULE "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	<u>Sub Grade</u> 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 bulldozers 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 On Berms W.E.L</u>					
	27199	Cft	7233.57		% 0Cft	196746
2	<u>Sub Base Course</u> Preparing sub base cause 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	<u>Brick on End Edging</u> 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	<u>Base Course</u> 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	10111.46		% Cft	824893
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.					
	32630	Sft	1672.88		% Sft	545861
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.					
	32630	Sft	4645.75		% Sft	1515908
					Total Rs:	4675935

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

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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	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	<div>Rs:26368/-</div>
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.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excavated 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						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,				%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

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:

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:

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: 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAIPUT MILE 0/0-0/4 (REMAINING WORK).

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/0-0/4 (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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

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

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 guarantee) 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 if it differs).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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.** CONSTR: OF ROAD FROM SAKRAND KHADHAR ROAD TO
VILLAGE SHAH MUHAMMAD JAMALI MILE 0/5+330-0/7.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 2.80 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 56,000/ (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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 140,000/ 5%
(in % age of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 84,000/ 3%
- (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.**
- (l). **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 Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
07

SCHEDULE "B"

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

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1		<u>Earth work (Formation)</u> Earth work for road embankment by bulldozers 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.E.L</u>				
	83100 Cft		8681.43		% 0Cft	721427
		<u>E/W 95-100% Density W.E.L</u>				
	14276 Cft		11215.37		% 0Cft	160111
		<u>E/W On Berms W.E.L</u>				
	10200 Cft		7233.57		% 0Cft	73782
2		<u>Sub Base Course</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.				
	6118 Cft		9167.35		% Cft	560858
3		<u>Brick on End Edging</u> 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.				
	2039 Rft		2690.81		% Rft	54866
4		<u>Base Course</u> 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).				
	3059 Cft		10448.80		% Cft	319629
		<u>Ist</u>				
5		<u>coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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.				
	12236 Sft		1653.60		% Sft	202334
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.				
	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 bv the competant authority.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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" inch dia Coller of B Class Banding Fixing Positioning i/c cutting and filling i/c testing with waster 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

3"Span RCC Culvert.

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

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excecavated 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						
					%		
	240	Cft	@Rs:	9416.28	Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
					%		
	372	Cft	@Rs:	12501.41	Cft		46505
4	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)						
					%		
	75	Cft	@Rs:	14429.25	Cft		10822
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,						
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
					%		
	81	Cft	@Rs:	309.78	Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng 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
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)						
					%		
	513	Cft	@Rs:	1141.25	Cft		5855

Total Rs: 151434

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:

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:

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: 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: - CONSTT: OF ROAD FROM SAKRAND KHADHAR ROAD TO VILLAGE SHAH 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)

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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM SAKRAND KHADHAR ROAD TO VILLAGE
SHAH MUHAMMAD JAMALI MILE 0/5+330-0/7.

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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: - 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTITUTION OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO VILLAGE HAROON KHOSO 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
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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 NAWABSHAH SAKRAND ROAD
MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4
(REMAINING WORK).
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 6.30 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 126,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 315,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 189,000/ 3%
- (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.**
- (l). **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.**

Bill Of Quantities
Sr: No:
08

Part A

SCHEDULE "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		<u>Brick on End Edging</u> 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		<u>Base Course</u> 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
3		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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		<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.				
	16315	Sft	4552.35		% Sft	742716
5		<u>Earth work (Formation)</u> Earth work for road embankment by bulldozers 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 On Berms W.E.L</u>				
	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.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 Collar 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

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	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with exexcavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).						
	1600	Cft	@Rs:	3176.25	Cft	%0	5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,					%	
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng 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
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

Executive Engineer
Highway Division
Shaheed Benazir Abad

Bill Of Quantities
Sr: No:
08

Part B

SCHEDULE "B"

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

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1		<u>Earth work (Formation)</u> Earth work for road embankment by bulldozers 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.E.L</u>				
	110500 Cft		8681.43		% 0Cft	959298
		<u>E/W 95-100% Density W.E.L</u>				
	19034 Cft		11215.37		% 0Cft	213473
		<u>E/W On Berms W.E.L</u>				
	20227 Cft		7233.57		% 0Cft	146313
2		<u>Sub Base Course</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.				
	8158 Cft		9080.75		% Cft	740808
3		<u>Brick on End Edging</u> 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		2771.64		% Rft	75361
4		<u>Base Course</u> 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
5		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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
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.				
	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 bv the competant authority.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 Collar 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

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

2.7 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:

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:

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: 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: - CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO 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)

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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD
MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4
(REMAINING WORK).

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM NAWABSHAH SAKRAND ROAD MILE 11/4 TO VILLAGE HAROON KHOSO MILE 0/0-0/4 (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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: CONSTITUTION 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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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.** CONSTITUTION OF ROAD FROM AHMED SHAH DUR
MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE
HABIBULLAH JAMALI MILE 0/0-0/3 (REMAINING WORK).
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 2.50 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 50,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 125,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 75,000/ 3%
- (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.**
- (l). **Time for Completion from written order of commencement:** - 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: and figures).	Date:	Amount : (in words
---	-------	--------------------

Rate quoted by Contractor.

- | | |
|---------------------------------|-----------------|
| (i) Road Work | % Below / Above |
| (ii) RCC Pipe | % Below / Above |
| (iii) Culvert Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
09

SCHEDULE "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)

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1	<u>Earth work (Formation)</u> Earth work for road embankment by bulldozers 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 On Berms W.E.L (2-0 Miles)</u>					
	56000	Cft	7233.57		% 0Cft	405080
2	<u>Base Course</u> Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-1 1/2" 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 achieve 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).					
	1544	Cft	9677.76		% Cft	149425
3	<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. Rate includes all cost of materials T&P and Carriage upto site of work.					
	24473	Sft	1662.21		% Sft	406793
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.					
	24473	Sft	4627.91		% Sft	1132588
Total Rs:						2093886

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

SCHEDULE "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 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	<div>Rs:13184/-</div>
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	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with exexcavated 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						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,				%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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 comnetant 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:

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:

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: - CONSTT: OF ROAD FROM AHMED SHAH DUR MUHAMMAD PHATAK ROAD MILE 1/0 TO VILLAGE HABIBULLAH JAMALI 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	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 arranged 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 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.

CONTRACTOR.

**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
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 address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

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)

Name of Agency: _____

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

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.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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 MEEKARO BUNGLOW TO
VILLAGE MIR MUHAMMAD LAKHO MILE 0/2-1/0.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 9.70 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 194,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 485,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 291,000/ 3%
- (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.**
- (l). **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: and figures).	Date:	Amount : (in words
---	-------	---------------------

Rate quoted by Contractor.

- | | |
|---------------------------------|-----------------|
| (i) Road Work | % Below / Above |
| (ii) RCC Pipe | % Below / Above |
| (iii) Culvert Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
10

SCHEDULE "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 bulldozers 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> 312105 Cft 3656.23 % 0Cft 1141128 <u>E/W 95-100% Density W.O.L</u> 57103 Cft 6190.17 % 0Cft 353477 <u>E/W On Berms W.O.L</u> 60682 Cft 2208.37 % 0Cft 134008				
2		<u>Sub Base Course</u> Preparing sub base course 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		<u>Brick on End Edging</u> 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 232061				
4		<u>Base Course</u> 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				
5		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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 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. 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 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 Meekaro Bunglow to village Mir Muhammad Lakho mile 0/2-1/0.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excavated 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						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,				%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng 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
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

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

2.9 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:

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:

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: 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

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 MEEKARO BUNGLOW TO VILLAGE MIR 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR MUHAMMAD LAKHO MILE 0/2-1/0.

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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: - CONSTT: OF ROAD FROM MEEKARO BUNGLOW TO VILLAGE MIR 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 and 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.

CONTRACTOR

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 & figures:

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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.** CONSTITUTION OF ROAD FROM MISRI KHOSO ROAD TO
MEHRABPUR ROAD TO VILLAGE GHANDHYA MILE 0/0-0/2.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 5.70 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 114,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 285,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 171,000/ 3%
- (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.**
- (l). **Time for Completion from written order of commencement:** - 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: and figures).	Date:	Amount : (in words
---	-------	---------------------

Rate quoted by Contractor.

- | | |
|---------------------------------|-----------------|
| (i) Road Work | % Below / Above |
| (ii) RCC Pipe | % Below / Above |
| (iii) Culvert Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
11

SCHEDULE "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 (Formation) Earth work for road embankment by bulldozers 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.E.L</u> 110500 Cft <u>E/W 95-100% Density W.E.L</u> 19034 Cft <u>E/W On Berms W.E.L</u> 20228 Cft	8681.43 11215.37 7233.57		% 0Cft % 0Cft % 0Cft	959298 213473 146321
2		<u>Sub Base Course</u> Preparing sub base course 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	772572
3		<u>Brick on End Edging</u> 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		<u>Base Course</u> 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	10785.69		% Cft	879897
5		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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 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. 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 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 Misri Khan Khoso road to Mehrabpur road to village Ghandhya mile 0/0-0/2.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excavated 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						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng laid in 1:6 cement morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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 comnetant authority

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

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.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excavated 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 concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	1435	Cft	@Rs:	9416.28	% Cft		135124
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	3543	Cft	@Rs:	12501.41	% Cft		442925
4	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)						
	116	Cft	@Rs:	14429.25	% Cft		16738
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,				%		
	49.81	Cwt	@Rs:	5001.70	Cwt		249135
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	1123	Cft	@Rs:	309.78	% Cft		347883
8	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58						
	1111	Sft	@Rs:	2344.59	% Sft		26048
9	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)						
	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

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

2.10 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:

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:

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: 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

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 MISRI KHOSO ROAD TO MEHRABPUR ROAD TO 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: CONSTT: OF ROAD FROM MISRI KHOSO ROAD TO MEHRABPUR
ROAD TO VILLAGE GHANDHYA MILE 0/0-0/2.

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - CONSTT: OF ROAD FROM MISRI KHOSO ROAD TO MEHRABPUR ROAD TO VILLAGE GHANDHYA 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

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 **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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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.** 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:-** Highway Division Shaheed Benazir Abad.
Situatd at near Kazi Ahmed Road Nawabshah.
- (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 / estimated cost, but not exceeding 5%)
- (f). **Period of Bid Validity (days):-** 90 Days (Not more than Ninty days).
- (g). **Security Deposit :-(includingbidsecurity):-** 57,500/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 34,500/ 3%
- (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.**
- (l). **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

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
12

SCHEDULE "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 1-1 1/2" 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 achieve 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 edging including supply of 9"x4 1/2"x3" Ist class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all cost of materials labour and carriage to the site of work.				
	412	Rft	2690.89		% Rft	11086
3		Ist coat Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. Rate includes all cost of materials T&P and Carriage upto site of work.				
	2472	Sft	1667.93		% Sft	41231
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 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		Earth work (Formation) Earth work for road embankment by bulldozers 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" width.				
	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 competent authority.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

Bill Of Quantities

C.C Topping

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		Barrow pit Excavation under lead upto 1000ft (ordinary soil) CSI.No.3 p.)					
	12515	Cft	2117.50		%		
		@Rs:			0Cft		Rs:26501/-
2		Dressing & Leveling of Earth work to designed section etc complete (ordinary or hard soil)					
	12515	Sft	@Rs: 96.80		%		
					0Cft		Rs:1211/-
3		Earth wor compacting of sheep foot roller & Power Roller with opimum SI.No.4 (P-2)					
	12515	Sft	@Rs: 1445.58		%		
					0Cft		Rs:18091/-
4		Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8					
	594	Cft	@Rs: 9416.28		%		
					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		%		
					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:

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: 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	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 arranged 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 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.

CONTRACTOR.

**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).

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 Nos _____ for 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.
- 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: - 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Re-Constt: of Link Road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

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 guarantee) 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 if it differs).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Bypass road to (Un-
named Railway Phatak) road mile 0/0-0/4+110.
- (c). **Procuring Agency’s address:-** Highway Division Shaheed Benazir Abad.
Situating 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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 1,150,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 690,000/ 3%
- (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.**
- (l). **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 Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
13

SCHEDULE "B"

Name of Work:- Re-Constr: 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	Earth work (Formation) Earth work for road embankment by bulldozers 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 course 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 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. 38239 Cft 8734.32 % Cft 3339917					
4	Brick on End Edging Laying on bricks on end edging including supply of 9"x41/2"x3" 1st class burnt bricks excavation for laying edging with small size parallel to the road. Rate includes all cost 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 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 achieve 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 each coat etc complete. Rate includes all cost of material labour, T&P and carriage upto site of work. 50985 Sft 2986.50 % Sft 1522667					
7	Miscellaneous					
a	Cat 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					
	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 competent authority.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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.

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.	559.00	P.Rft	Rs:53664/-
					Total Rs:53664/-

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:- Re-Constt: of Link road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).						
					%0		
	1690	Cft	@Rs:	3176.25	Cft		5368
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	250	Cft	@Rs:	9416.28	% Cft		23541
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	390	Cft	@Rs:	12501.41	% Cft		48755
4	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)						
	79	Cft	@Rs:	14429.25	% Cft		11399
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,						
					%		
	5.59	Cwt	@Rs:	5001.70	Cwt		27960
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	86	Cft	@Rs:	309.78	% Cft		26641
7	Erection and removal of centering for RCC of CC plain (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						
	210	Sft	@Rs:	2344.59	% Sft		4924
9	Brick on Edge Flooring 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
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)						
	549	Cft	@Rs:	1141.25	% Cft		6265
Total Rs:							159284

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**

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	<div>2" Thick Asphalt Concrete.</div> <div>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).</div>					
	50985	Sft	9362.45		%Sft	4773445

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 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 Bypass road to (Un-
named Railway Phatak) road mile 0/0-0/4+110.

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:

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: 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 Bypass 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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Re-Constt: of Link Road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.**

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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: - Re-Constt: of Link Road from Daur Bypass road to (Un-named Railway Phatak) road mile 0/0-0/4+110.

Name of Agency: _____

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

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

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
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 :-(includingbidsecurity):-** 425,00/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 255,000/ 3%
- (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.**
- (l). **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

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Sr: No:
14

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'

Total Rs: 7688513

CONTRACTOR

**Executive Engineer
Highway Division
Shaheed Benazir Abad**

SCHEDULE "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 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

Executive Engineer
Highway Division
Shaheed Benazir Abad

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	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	Cft		5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,				%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng laid in 1:6 cement morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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 comnetant 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

2.12 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:

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:

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: 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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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.

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 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
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 :-(includingbidsecurity):-** 270,00/ 5%
(in % age of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 162,000/ 3%
- (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.**
- (l). **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.

Bill Of Quantities
Sr: No:
15

SCHEDULE "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 bulldozers 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>				
	38767 Cft		3656.23		% 0Cft	141741
		<u>E/W 95-100% Density W.O.L</u>				
	6345 Cft		6190.17		% 0Cft	39277
		<u>E/W On Berms W.O.L</u>				
	6743 Cft		2208.37		% 0Cft	14891
		<u>E/W 85% Density W.E.L</u>				
	133600 Cft		8681.43		% 0Cft	1159839
		<u>E/W 95-100% Density W.E.L</u>				
	22207 Cft		11215.4		% 0Cft	249060
		<u>E/W On Berms W.E.L</u>				
	23599 Cft		7233.57		% 0Cft	170705
2		Sub Base Course Preparing sub base course 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.				
	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 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).				
	12236 Cft		10400.60		% Cft	1272617
5		3 coats 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.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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 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.

S.No:	Item		Calculations	Rate	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		
	1600	Cft	@Rs:	3176.25	Cft		5082
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
					%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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 comnetant 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:

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:

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: 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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(Signature) _____

Name _____

Address: _____

SCHEDULE - A TO BID
SCHEDULE OF PRICES

Name of Work: - Constt: of road from National Highway 220/- to Connect Village Safan road mile 0/5-1/0.

Name of Agency: _____

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

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.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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situating 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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 670,00/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 402,000/ 3%
- (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.**
- (l). **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: 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.
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SCHEDULE "B"

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:	Quantity	Item of Work	Rate		Unit	Amount
1	Natural Ground compaction upto an average depth of 6"by sheep-foot roller / power roller witg optimum moisture content to achieve minimum 90% modified AASHTO density.					
	107091	Sft	177.56		% Sft	190151
2	<u>Earth work (Formation)</u> Earth work for road embankment by bulldozers 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 95-100% Density W.E.L (5-0 Miles)</u>					
	280775	Cft	13333.07		% 0Cft	3743593
3	<u>Granular Sub Base</u> Preparing Sub Base 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. Mixining with 129cft Shingle Pit run Grave; 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.					
	45320	Cft	8281.20		% Cft	3753040
4	<u>Sub Base Course</u> Preparing sub base cause 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	<u>Brick on End Edging</u> 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	<u>Base Course</u> 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).					
	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 bv the compeťant authority.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

SCHEDULE "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

Executive Engineer
Highway Division
Shaheed Benazir Abad

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	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with excavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).						
					%0		
	1780	Cft	@Rs:	3176.25	Cft		5654
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	270	Cft	@Rs:	9416.28	% Cft		25424
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	408	Cft	@Rs:	12501.41	% Cft		51006
4	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)						
	89	Cft	@Rs:	14429.25	% Cft		12842
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,						
					%		
	5.94	Cwt	@Rs:	5001.70	Cwt		29710
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	91	Cft	@Rs:	309.78	% Cft		28190
7	Erection and removal of centering for RCC of CC plain (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						
	220	Sft	@Rs:	2344.59	% Sft		5158
9	Brick on Edge Florng laid in 1:6 cement morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	80	Cft	@Rs:	5256.63	% Cft		4205
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)						
	584	Cft	@Rs:	1141.25	% Cft		6665
Total Rs:							169605

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

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

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'.
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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 excavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).			%0	
	1440 Cft	@Rs:	3176.25	Cft	4574
2	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)			%	
	140 Cft	@Rs:	12595.00	Cft	17633
3	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,			%	
	26.00 Cwt	@Rs:	5001.70	Cwt	130044
4	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.			%	
	905.00 Cft	@Rs:	309.78	Cwt	280351
5	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)			%	
	1120 Cft	@Rs:	1141.25	Cft	12782
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:

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:

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: 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 | 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..

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 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.

CONTRACTOR.

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

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'.

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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: - 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**STANDARD BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

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

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road 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:

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

INVITATION FOR BIDS

Dated: 06-03-2015

Bid Reference No:

TC/G-55/448

- 3 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.
- 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
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 bid security):-** 250,00/ 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: -** 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.**
- (l). **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.

Bill Of Quantities
Sr: No:
17

SCHEDULE "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		<u>Excavation.</u> 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 bulldozers 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 On Berms W.E.L (2-0 Miles)</u>				
	71200 Cft		7233.57		% 0Cft	515030
3		<u>Sub Base Course</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.				
	5099 Cft		9383.90		% Cft	478485
4		<u>Brick on End Edging</u> 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		<u>Base Course</u> 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).				
	21632 Cft		10689.74		% Cft	2312405
6		<u>3 coats</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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 eomplete. Rate includes all cost of materials T&P and Carriage upto site of work.				
	40788 Sft		4280.17		% Sft	1745796
Total Rs:						5204187

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

SCHEDULE "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" 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.

CONTRACTOR

Executive Engineer
Highway Division
Shaheed Benazir Abad

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.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with exexcavated 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						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	372	Cft	@Rs:	12501.41	% Cft		46505
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,				%		
	5.27	Cwt	@Rs:	5001.70	Cwt		26359
6	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Florng laid in 1:6 cement morot over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	70	Cft	@Rs:	5256.63	% Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.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

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

3.1 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:

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:

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: 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: - **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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Widening / Reconditioning of road from Habib College Railway Phatak to Nawabshah Daur road mile 0/0-0/2+330'.**

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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: - Widening / Reconditioning of road from Habib College Railway Phatak to
Nawabshah Daur road 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	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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 **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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
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 :-(includingbidsecurity):-** 110,00/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 66,000/ 3%
- (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.**
- (l). **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.

Bill Of Quantities
Sr: No:
18

SCHEDULE "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
1		<u>Base Course</u> Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-1 1/2" 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 achieve 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 coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. Rate includes all cost of materials T&P and Carriage upto site of work.				
	6336 Sft		1667.92		% Sft	105679
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.				
	32630 Sft		4610.54		% Sft	1504419
4		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).				
		<u>E/W On Berms W.E.L (2-0 Mile)</u>				
	64805 Cft		7233.57		% Cft	468772
Total Rs:						2252005

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

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:

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:

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: 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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 road from Nawabshah Kazi Ahmed Road @ Mile 5/5 to Village Nabi Dad Brohi road mile 0/0-0/4

Name of Agency: _____

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
01	Part - C Culvert	
	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.

FORM OF BID AND SCHEDULES TO BID

[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

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

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

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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

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 & figures:

CONTRACTOR

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
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 :-(includingbidsecurity):-** 50,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 30,000/ 3%
- (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.**
- (l). **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: 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.

Bill Of Quantities
Sr: No:
19

SCHEDULE "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
1		<u>Base Course</u> Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-1 1/2" 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 achieve 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
2		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. 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 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.				
	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 competent 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:

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:

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: 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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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. 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 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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:

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.
- 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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situating 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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 55,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 33,000/ 3%
- (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.**
- (l). **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 Masonry Structure | % Below/ Above |
| (iv) Bridge | % Below/ Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
20

SCHEDULE "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:	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 1-1 1/2" 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 achieve 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
2	Ist coat Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. Rate includes all cost of materials T&P and Carriage upto site of work.					
	2376	Sft	1672.37		% Sft	39736
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 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.					
	16315	Sft	4626.70		% Sft	754846
4	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). <u>E/W On Berms W.E.L (2-0 Mile)</u>					
	38137	Cft	7233.57		% Cft	275867
						Total Rs: 1136522

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

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:

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:

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: 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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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.

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Taj Colony Railway Line road to Nawaz
Ali Shah Colony Length 500 Ft.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.750 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 15,000/ (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 :-(includingbidsecurity):-** 37,500/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 22,500/ 3%
- (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.**
- (l). **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.

Bill Of Quantities

Sr: No:
21

SCHEDULE "B"

Name of Work:- M/R of road from Taj Colony Railway Line Road to Nawaz Ali Shah Colony Length 500 Ft.

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1		<u>Base Course</u> Preparing Base course by supplying and spreading stone metal of approved quality properly graded to maximum size 1-1 1/2" 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 achieve 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 Cft		10882.50		% Cft	336269
2		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. Rate includes all cost of materials T&P and Carriage upto site of work.				
	6180 Sft		1666.63		% Sft	102998
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.				
	6180 Sft		4606.00		% Sft	284651
4		Earth Work Embankment from Barrow Pits including laying in 6" layers clod breaking ramming dressing complete lead upto 100 lift upto 5ftt (in ordinary Soil).				
		<u>E/W On Berms W.E.L (2-0 Mile)</u>				
	5150 Cft		7233.57		% Cft	38253
Total Rs:						761171

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

(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:

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:

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: 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.

- 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..

- 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 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.

CONTRACTOR.

FORM OF BID

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

(LETTER OF OFFER)

Bid Reference No: M/R of road from Taj Colony Railway Line road to Nawaz Ali Shah Colony Length 500 Ft.

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part 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 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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 and 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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.

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Qazi Walfare Hospital to Mr. Saeed
Ahmed Khan Yousif Zai House Mile 1000 Ft.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.300 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 6,000/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 15,000/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 9,000/ 3%
- (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.**
- (l). **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 Masonry Structure | % Below / Above |
| (iv) Bridge | % Below / Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
22

SCHEDULE "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 1-1 1/2" 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 achieve 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
2		Ist coat Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crushed bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. 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 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.				
	3600 Sft		4606.00		% Sft	165816
Total Rs:						307434

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

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 Welfare Hospital to Mr. Saeed
Ahmed Khan Yousif Zai House Mile 1000 Ft.

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:

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: 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 | 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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

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.

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 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.216 (M)
- (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 bid security):-** 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: -** 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.**
- (l). **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: 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 3ft Span Culvert Nawabshah Sarhari road @ Mile 2/0 Wahid Bux Ghorani.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Excavation in foundation of building and other strcture i/c degbilin dressing refilling around the structure with exexcavated earth watering and rammin lead up to one chain and lift upto 5 feet(in ordinary soil)(s.I.No:18/P-4).						
	2240	Cft	@Rs:	3176.25	%0 Cft		7115
2	Cement concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	240	Cft	@Rs:	9416.28	% Cft		22599
3	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	586	Cft	@Rs:	12501.41	% Cft		73258
4	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)						
	75	Cft	@Rs:	14429.25	% Cft		10822
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,						
	5.27	Cwt	@Rs:	5001.70	% Cwt		26359
6	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
7	Erection and removal of centering for RCC of CC plain (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 Flooring 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
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)						
	531	Cft	@Rs:	1141.25	% Cft		6060
Total Rs:							180425

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

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:

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: 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	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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **M/R 3 Ft Span Culvert Nawabshah Sarhari road @ Mile 2/0**
Wahid Bux Ghorani.

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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: _____

Item No:	Description	Amount
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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:

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 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:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.615 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 12,300/ (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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 30,750/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 18,450/ 3%
- (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.**
- (l). **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 Masonry Structure | % Below/ Above |
| (iv) Bridge | % Below/ Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No:
24

SCHEDULE "B"

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		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 thicknes 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
1	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,				
	6.80 Cwt	@Rs:	5001.70	Cwt	34012
3	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 colums 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	751
Total Rs:					91938

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

2" Thick Asphalt Concrete.

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:
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:
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: 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)

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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(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).

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Culvert Nawabshah 68th Mile road to Village
Mirza Goth.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.087 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 1,740/ (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 Ninety days).
- (g). **Security Deposit :- (including bid security):-** 4,350/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 2,610/ 3%
- (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.**
- (l). **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: and figures).	Date:	Amount : (in words
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Rate quoted by Contractor.

- | | |
|---------------------------------|-----------------|
| (i) Road Work | % Below / Above |
| (ii) RCC Pipe | % Below / Above |
| (iii) Culvert Masonry 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 concrete brick or stone ballast 1/1/2" gauge ratio 1:4:8						
	29	Cft	@Rs:	9416.28	% Cft		2731
2	Pacca Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	58	Cft	@Rs:	12501.41	% Cft		7251
3	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)						
	66	Cft	@Rs:	14429.25	% Cft		9523
4	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,						
	4.57	Cwt	@Rs:	5001.70	% Cwt		22858
5	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	70	Cft	@Rs:	309.78	% Cft		21685
6	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	24	Sft	@Rs:	3127.41	% Sft		751
7	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58)						
	224	Sft	@Rs:	2344.59	% Sft		5252
8	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						
	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:

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:

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: 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **M/R of Culvert Nawabshah 68th Mile road to Village Mirza Goth.**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 and 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R of Culvert Daur Jamal Shah Ghulam Mustafa Mashori.

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Culvert Daur Jamal Shah Ghulam Mustafa Mashori.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.096 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 1,920/ (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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 4,800/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 2,880/ 3%
- (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.**
- (l). **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 Masonry 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 Brick work in foundation and plinth in cement sand mortar ratio 1:4 (S.I.No:4/P-24)						
	131	Cft	@Rs:	12501.41	% Cft		16377
2	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)						
	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,						
	5.27	Cwt	@Rs:	5001.70	% Cwt		26359
4	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	81	Cft	@Rs:	309.78	% Cft		25092
5	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	24	Sft	@Rs:	3127.41	% Sft		751
6	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58)						
	121	Sft	@Rs:	2344.59	% Sft		2837
Total Rs:							82238

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

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:

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: 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	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 arranged 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 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.

CONTRACTOR.

**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.

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R of Road from 60th Mile Desart 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

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 60th Mile Deseart Area road @
Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In
Reaches).
- (c). **Procuring Agency’s address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 1.276 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 25,520/ (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 bid security):-** 63,800/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 38,280/ 3%
- (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.**
- (l). **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: 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.**

SCHEDULE "B"

Name of Work:- M/R of road from 60th Mile Desearth Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1		<u>Base Course</u> 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).				
	2495 Cft		10689.74		% Cft	266709
2		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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		<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.				
	14414 Sft		4686.45		% Sft	675505
4		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).				
		<u>E/W On Berms W.E.L (2-0 Mile)</u>				
	17926 Cft		7233.57		% Cft	129669
					Total Rs:	1305930

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

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:

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:

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

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 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **M/R of Road from 60th Mile Desart Area road @ Mile 6/0 to village Dost Ali Rind mile 0/0-0/7 (In Reaches).**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: M/R National Highway to Police Station to Sardar House 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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situating 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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 78,050/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 46,830/ 3%
- (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.**
- (l). **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: and figures).	Date:	Amount : (in words
---	-------	---------------------

Rate quoted by Contractor.

- | | |
|---------------------------------|----------------|
| (i) Road Work | % Below/ Above |
| (ii) RCC Pipe | % Below/ Above |
| (iii) Culvert Masonry Structure | % Below/ Above |
| (iv) Bridge | % Below/ Above |

Contractor

**Executive Engineer
Highway Division
Shaheed Benazir Abad.**

Bill Of Quantities
Sr: No: 28

SCHEDULE "B"

Name of Work:- M/R National Highway to Police Station to Sardar House road mile 0/0-0/2.

S.No:	Quantity	Item of Work	Rate		Unit	Amount
1		<u>Base Course</u> 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 achieve 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 Cft		11027.05		% Cft	599651
2		<u>Ist coat</u> Providing surface dressing Ist coat on new or existing surface with 30 lbs 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 Sft		1670.80		% Sft	181733
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.				
	16315 Sft		4620.25		% Sft	753794
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:

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:

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: 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: M/R National Highway to Police Station to Sardar House Mile 0/0-0/2.

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Repair of Culvert from 0/0 of Sakrand Khadhar 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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 from 0/0 of Sakrand Khadhar road.
- (c). **Procuring Agency’s address:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.112 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 2,240/ (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 :-(includingbidsecurity):-** 5,600/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 3,360/ 3%
- (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.**
- (l). **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: 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)						
	48	Cft	@Rs:	12501.41	% Cft		6001
2	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)						
	96	Cft	@Rs:	14429.25	% Cft		13852
3	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,						
	7.0	Cwt	@Rs:	5001.70	% Cwt		35012
4	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	107	Cft	@Rs:	309.78	% Cft		33146
5	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	24	Sft	@Rs:	3127.41	% Sft		751
6	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58)						
	243	Sft	@Rs:	2344.59	% Sft		5697
7	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)						
	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 comnetant 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:

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:

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: 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 | 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 arranged 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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Repair of Culvert from 0/0 of Sakrand Khadhar road.**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

GOVERNMENT OF SINDH

HIGHWAY DIVISION SHAHEED BENAZIR ABAD

TENDER / BIDDING DOCUMENTS

NAME of WORK: Repair of Culvert Majeed Keerio Mud road @ Dhillo 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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Majeed Keerio Mud road @ Dhillo Mori.
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situating at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.0524 (M)
- (e). **Amount of Bid Security 2%:-** Rs: 1,048/ (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 Ninety days).
- (g). **Security Deposit :-(including bid security):-** 2,620/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 1,572/ 3%
- (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.**
- (l). **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: and figures).	Date:	Amount : (in words
---	-------	---------------------

Rate quoted by Contractor.

- | | |
|---------------------------------|----------------|
| (i) Road Work | % Below/ Above |
| (ii) RCC Pipe | % Below/ Above |
| (iii) Culvert Masonry 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 @ Dhillio Mori.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars,						
	3.33	Cwt	@Rs:	5001.70	% Cwt		16656
2	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	84	Cft	@Rs:	309.78	% Cft		26022
3	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	24	Sft	@Rs:	3127.41	% Sft		751
4	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58						
	179	Sft	@Rs:	2344.59	% Sft		4197
5	Brick on Edge Flooring laid in 1:6 cement mortor over a bed 3/4" thick cement morot 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

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:

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:

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: 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Repair of Culvert Majeed Keerio Mud road @ Dhillio Mori.**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

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
	Part -A Road Work	
	TOTAL	
	Part -B R.C.C Pipe	
	Bitumen	
	Difference Cost of Bitumen	
	TOTAL	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 and 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.251 (M)
- (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):-** 90 Days (Not more than Ninty days).
- (g). **Security Deposit :-(includingbidsecurity):-** 12,550/ 5%
(in % age of bid amount / estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills:-** 7,530/ 3%
- (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.**
- (l). **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 |
| (iii) Culvert Masonery Structure | % Below/ Above |
| (iv) Bridge | % Below/ Above |

Contractor

Executive Engineer
Highway Division
Shaheed Benazir Abad.

Bill Of Quantities
Sr: No:
31

SCHEDULE "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 1-1 1/2" 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 achieve 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
2	Ist coat Providing surface dressing Ist coat on new or existing surface with 30 lbs of bitumen of 80-100 penetration & 4 cft crush bajri of 3/8-3/4" gauge including cleaning to road surface rolling after each coat etc complete. Rate includes all cost of materials T&P and Carriage upto site of work.					
	3090	Sft	1662.18		% Sft	51361
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 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 competent 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 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,						
					%		
	3.33	Cwt	@Rs:	5001.70	Cwt		16656
2	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 colums rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	84	Cft	@Rs:	309.78	% Cft		26022
3	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	24	Sft	@Rs:	3127.41	% Sft		751
4	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58						
	179	Sft	@Rs:	2344.59	% Sft		4197
5	Brick on Edge Florng laid in 1:6 cement mortor over a bed 3/4" thick cement morot 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 comnetant 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:

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:

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: 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Repair of Culvert @ Recondg: of App: @ Fathpur Mori.**

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 Nos _____ for 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 Prize of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

Witness:

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.125 (M)
- (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):-** 90 Days (Not more than Ninty days).
- (g). **Security Deposit :-(includingbidsecurity):-** 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: -** 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.**
- (l). **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: 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 @ Ghulam Rasool Jamali Road 2 Nos.

S.No:	Item		Calculations	Rate	Unit		Amount
1	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars,						
	7.78	Cwt	@Rs:	5001.70	% Cwt		38913
2	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	197	Cft	@Rs:	309.78	% Cft		61027
3	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	47	Sft	@Rs:	3127.41	% Sft		1470
4	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58						
	389	Sft	@Rs:	2344.59	% Sft		9120
5	Brick on Edge Flooring laid in 1:6 cement mortor over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	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:

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:

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: 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 @ 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Repair of Culvert @ Ghulam Rasool Jamali road 2 Nos.**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(Seal)

Address: _____

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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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

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 guarantee) 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).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 @ Khadhar Varr road (2 Nos).

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

(d). **Estimated Cost:-** 0.125 (M)

(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):-** 90 Days (Not more than Ninty days).

(g). **Security Deposit :-(including bid security):-** 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: -** 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.**

(l). **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
(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	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars,						
	7.78	Cwt	@Rs:	5001.70	% Cwt		38913
2	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	197	Cft	@Rs:	309.78	% Cft		61027
3	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	47	Sft	@Rs:	3127.41	% Sft		1470
4	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58						
	389	Sft	@Rs:	2344.59	% Sft		9120
5	Brick on Edge Flooring laid in 1:6 cement mortor over a bed 3/4" thick cement morot ratio 1:6 (SR.I.No:P-46						
	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:

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:

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: 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: **Repair of Culvert @ Khadhar Varr road (2 Nos).**

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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-in-charge 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 far 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 re-execute 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 sub-contractor 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

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 (Percentage Rate/Unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

WORKS & SERVICES DEPARTMENT

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

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 guarantee) 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 if it differs).

CONTRACTOR

**EXECUTIVE ENGINEER
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 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 Sakrand Khadhar road to Village
Saleh Unar (2 Nos).
- (c). **Procuring Agency's address:-** Highway Division Shaheed Benazir Abad.
Situated at near Kazi Ahmed Road Nawabshah.
- (d). **Estimated Cost:-** 0.125 (M)
- (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):-** 90 Days (Not more than Ninty days).
- (g). **Security Deposit :-(including bid security):-** 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: -** 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.**
- (l). **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: 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	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,						
	7.78	Cwt	@Rs:	5001.70	% Cwt		38913
2	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 columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4.						
	197	Cft	@Rs:	309.78	% Cft		61027
3	Erection and removal of centering for RCC of CC plain (b) Vertical wood.						
	47	Sft	@Rs:	3127.41	% Sft		1470
4	Cement plaster 1:3 upto 20" height 1/2" t (S.I.No:9/P-58						
	389	Sft	@Rs:	2344.59	% Sft		9120
5	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						
	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 hv the comnetant 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:

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:

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: 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 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	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..

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 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.

CONTRACTOR.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: Repair of Culvert Sakrand Khadhar road to Village Saleh Unar (2 Nos).

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 Nos _____ for 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 Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached hereto form part of this Bid.
- 3 As Security for due performance of the undertakings and Obligations of this Bid, we submit herewith a Bid Security in the 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 _____ from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us
- 7 We undertake if our Bid is accepted to execute the performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this_____ day of_____/_____ 20

(Signature) _____

(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	
01	Part - C Culvert	
	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 work, 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 exists:-
- (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-in-charge 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 far 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 re-execute 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.

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD