

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 measurements (Percentage Rate/Unit Price for unit rates in a Bill of Quantities) types of contract. The main text refers to measurements 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 to Ghulam Hyder Shah Colony I/C Javeed Khokhar @ Rajper Street Length 800 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: 08-05-2015

Bid Reference No:

TC/G-55/858

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

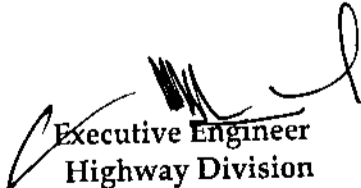
(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). Name of Procuring Agency: Executive Engineer, Highway Division Shaheed Benazir Abad.
- (b). Brief Description of Works. M/R road from Nawabshah Kazi Ahmed Road to Ghulam Hyder Shah Colony I/C Javeed Khokhar @ Rajper Street Length 800 Ft.,
- (c). Procuring Agency's address:- Highway Division Shaheed Benazir Abad. Situated at near Kazi Ahmed Road Nawabshah.
- (d). Estimated Cost:- 0.762(M)
- (e). Amount of Bid Security 2%:- Rs: 15240/ (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 sixty days).
- (g). Security Deposit :- (including bid security):- 0.0381/ 5%
(in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 0.02286/ 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: - 2 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.

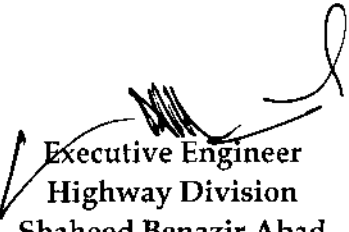
SCHEDULE "B"

Name of Work:- **M/R Road from Nawabshah Kazi Ahmed road to Ghulam Hyder Shah Colony I/C Javeed Khokhar & Rajper Street length 860 ft.**

S.No:	Quantity	Item of Work	Rate	Unit	Amount
1		<u>Scrifying the existing road surface.</u>			
	14222 Sft		116.16	% 0Cft	16520
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).			
	988 Cft		10882.50	% Cft	107519
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.			
	2471 Sft		1666.63	% Sft	41182
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.			
	14222 Sft		4606.00	% Sft	655065
					Total Rs: 820286

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 'A'

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

Name of Work: - M/R road from Nawabshah Kazi Ahmed Road to Ghulam Hyder Shah Colony I/C Javeed Khokhar @ Rajper Street Length 800 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.

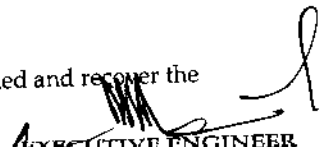
4. In case the minimum out put is less than the above, the following penal rates will be charged.

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

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:

M/R road from Nawabshah Kazi Ahmed Road to
Ghulam Hyder Shah Colony I/C Javeed Khokhar @
Rajper Street Length 800 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: 15240/

(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 03 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,

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: M/R road from Nawabshah Kazi Ahmed Road to Ghulam Hyder Shah Colony I/C Javeed Khokhar @ Rajper Street Length 800 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 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: - M/R road from Nawabshah Kazi Ahmed Road to Ghulam Hyder Shah Colony I/C Javeed Khokhar @ Rajper Street Length 800 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 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.

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.

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.

*(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

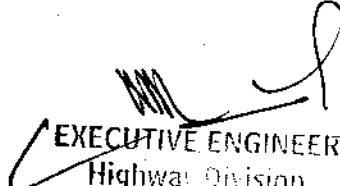
The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

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 utilise 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.

Contractor


EXECUTIVE ENGINEER
Highway Division
Shaheed Benazirabad

Conditions of Contract.

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer - In-Charge or of his 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 be 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 prorata 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% 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 60 days of the date of the submission of the bill;

(E) 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 - 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 10 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.

The Engineer / Procuring Agency shall pass / certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer - In - Charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(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 alternations 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 contract 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 of 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 therefor.

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 5 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 un-necessary 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 supporting 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 i/c 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.

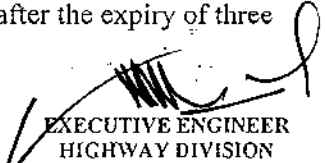
Clause -18: Financial Assistance /Advance Payment.

- (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