

25

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

3

CONTRACT EVALUATION FORM

TO BE FILED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS.

- 1). NAME OF THE ORGANIZATIN DEPTT: Executive Engineer Highway Division Shaheed Benazirabad.
- 2). PROVINCIAL / LOCAL GOVT: / OTHER: District Government.
- 3). TITLE OF CONTRACT: RECONDG: OF ROAD BUNGLOW OF SESSION JUDGE I/C INSIDE OF SESSION COURT SHAHEED BENAZIR ABAD (ELECTRIC WORK).
- 4). TENDER NUMBER. E.E HIGHWAY DIVISION TC/G-55/503, DATED: 14-04-2016.
- 5). BRIEF DESCRIPTION OF CONTRACT _____
- 6). FORUM THAT APPROVED THE SCHEME: (A.D.P)
- 7). TENDER ESTIAMTED VALUE: 4.30 (M)
- 8). ENGINEER'S ESTIMATE 4.283 (M)
(For civil works quality).
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) (12) Months
- 10). TENDER OPENED ON (DATE & TIME) 06-05-2016
- 11). NUMBER OF TENDER DOCUMENTS SLOD 03 Nos
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED 03 Nos
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Nos
- 14). BID EVALUATION REPORT Already sent
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Permanand & Co:
- 16). CONTRACT AWARD PRICE 4239729/-
- 17). RAKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (1) M/S Permanand & Co:
(i.e. 1st, 2nd, 3rd EVALUATION) (2) M/S A.S Electric Store & Const:
(3) M/S Ghosia Electric Store & Works
- 18). MEHTOD OF PROCUREMENT USED (Tick one)
- | | |
|---|--|
| a). SINGLE STAGE - ONE ENVELOPE PROCEDURE _____ | <input checked="" type="checkbox"/> Domestic / Local |
| b). SINGLE STAGE - TWO ENVELOPE PROCEDURE _____ | <input type="checkbox"/> |
| c). TWO STAGE BIDDING PROCEDURE _____ | <input type="checkbox"/> |
| d). TWO STAGE TWO ENVELOPE PROCEDURE _____ | <input type="checkbox"/> |

PLEASE SPECIFY IF ANY OTHER MEHTOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19. APPROVING AUTHORITY FOR AWARD OF CONTRACT

20). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN

Yes	✓	No		
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21). ADVERTISEMENT:

i). SPPRA Website

(If yes, give date and SPPRA Identification No)

Yes	SPPRA S.NO. 27618			
No				

ii). News Papers

(If yes, give names of newspapers and dates)

*Express (Urdu) dt: 17-04-2016, Dawn (English) dt: 18-4-2016
& Kawish (Sindhi) dt: 21-04-2016.*

Yes				
No				

22). NATURE OF CONTRACT

	✓		Int	
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23). WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS?

(If yes, enclose a copy)

Yes	✓	No		
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24). WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS?

(If yes, enclose a copy)

Yes	✓	No		
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25). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

Yes		No		
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26). WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	✓	No		
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27). WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID BEST EVALUATED BID (in case of Consultancies)

Yes	✓	No		
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28). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAIANT?

Yes	✓	No		
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29). WHETHER NAMES OF BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	✓	No		
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30). WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attached copy of the bid evaluation report)

Yes	✓	No		
	✓			

31. ANY COMPLAINTS RECEIVED.
(If yes, give details)

Yes		
No		

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS.
(If yes, give reasons)

Yes		✓	No	
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33). WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give details reasons)

Yes		✓	No	
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34). DEVIATION FROM QUALIFICATION CRITERIA
(If yes give details)

Yes	✓	No	✓
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35). WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	✓	No	
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36). WAS A VISIT MADE BY ANY OFFICER/OFFICAIL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT/ IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD.

Yes		No	✓
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37). WERE PROPER SAFEFUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUAR ETC)?

Yes		No	
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38). SPECIAL CONDITION, IF ANY
(If yes, give Brief Description)

Yes			
No	✓		

Signature & Official Stamp of
Authorized Officer


EXECUTIVE ENGINEER
Highway Division
Shaheed Benazirabad

FOR OFFICE USE ONLY.



OFFICE OF THE
EXECUTIVE ENGINEER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD.
No: TC/G-55/ 614 S.B.A. Dated. 27 / 5 / 2016

WORK ORDER

To,

M/S Permanand & Co:
Government Contractor,
NAWABSHAH.

Subject: - **RECONDG: OF ROAD BUNGLOW OF SESSION JUDGE I/C INSIDE OF SESSION COURT SHAHEED BENAZIR ABAD (ELECTRIC WORK).**

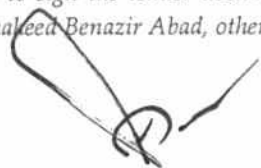
Reference: - Your Tender dated. 06-05-2016.

Rate quoted by you Part -A @Rs: 1.02% Below (One Point Zero Two Percent Below) for Electric Work component Part A, of the estimated rates entered in Schedule 'B' for the above work have been approved by the Superintending Engineer, Works and Services, Shaheed Benazir Abad vide his office letter No: BB/T/1075, Dated: 20-05-2016 being the lowest.

You are therefore directed to please start the work within 7(Seven) days under the instruction from Assistant Engineer, concerned.


The period for the completion of the work is (12) (Twelve) months and you are instructed to complete the same within the Schedule period and as per P.W.D Specifications.

Also please attend the Divisional Office immediately to sign the tender documents and get the agreement stamped from Treasury Officer/District Accounts Officer, Shaheed Benazir Abad, otherwise no payment will be made.


EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

Copy forwarded to the Assistant Engineer, Highway Sub-Division, Nawabshah, for information. He is directed to please intimate the actual date of start of the work in due course.

Certified copies of the Schedule 'A' & 'B' are enclosed herewith for office record.


EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the 30 day of May 2016 between Executive Engineer, Highway Division, Shaheed Benazir Abad) of the one part and _____ of the other part.

Agency: M/S Permanand & Co:

Tender Amount Rs 423972

WHEREAS the Procuring Agency is desirous that certain Works, viz **RECONDG: OF ROAD BUNGLOW OF SESSION JUDGE I/C INSIDE OF SESSION COURT SHAHEED BENAZIR ABAD (ELECTRIC WORK)**. Should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesses as follows:

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



3. The Contractor as hereinafter mentioned the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

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

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

(CONTRACTOR)

EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION,
SHAHEED BENAZIR ABAD

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 —Contract^{ll} means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications^{ll} means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings^{ll} means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 —Party^{ll} means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date^{ll} means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

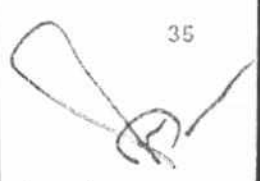
1.1.8 —Day^{ll} means a calendar day

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

Money and Payments

1.1.10 —Cost^{ll} means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but


Contractor

35

EXECUTIVE
DIRECTOR

does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment^{ll} means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country^{ll} means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks^{ll} means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure^{ll} means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials^{ll} means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant^{ll} means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site^{ll} means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation^{ll} means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

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

1.1.20 —Engineer^{ll} means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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


Contractor

36

Procuring Agency
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1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals


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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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


Contractor


EXECUTIVE
Stamp

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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


Contractor

38

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract; *
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and


Contractor

39

EXECUTIVE ENGINEER
High
Site

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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


Contractor

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

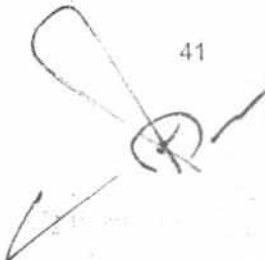
The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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


Contractor


41

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

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


Contractor

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

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

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


CONTRACTOR

43


Sheheed Benani

11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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


CONTRACTOR

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care


CONTRACTOR

45

EXECUTIVE ENGINEER
Highway
Shaheed Benazir

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or


CONTRACTOR

46

EXECUTIVE ENGINEER
Highway Division
Shaheed Benazir

remedy effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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


CONTRACTOR

47

EXECUTIVE
High
Shaheed Hussain

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

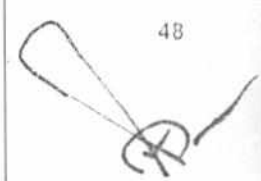
(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) Terminate the Contract; and

(c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.


CONTRACTOR

48


Procuring Agency
Ministry of Works
Khartoum, Sudan

SHEDULE "B"

Name of Work:-

RECONDG: OF ROAD FROM BUNGLOW OF SESSION JUDGE LENGTH
1600 FT I/C SESSION COURT SHAHEED BENAZIR ABAD.

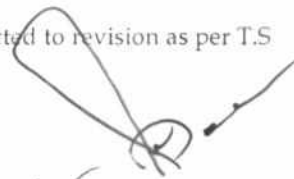
S.No:	Quantity	Item of Work	Rate	Unit	Amount
1		Providing & Fixing of MS tabular pole as following specification to be fixed on pre-cost foundation with the help of hydraulic crane & Manual labour. 20ft- (6" dia) x 5.5ft (5" dia) 31ft wall thickness 8 SWG BASE PLATE 18" x 18" X 3/4" Hole 4 No's stiffeners 4 Nos. 9 1/2 x 4 1/2 Making window in the pole required size with LN key provision two coats red oxide (2 coat) as rust preventive & of required oil paint (2 coat) as per site requirement & instruction of EL. (P-16 S.NO. 132).			
	29 No		36697	P.No	Rs. 1064213
2		Providing & fixing of Street light 250 watts (SON-T) having IP65 classification with 250w lamp, choke capacitor & Internal wiring complete in all respect at the height with the help of hydraulic crane as site requirement & instruction of EL. (P-25 S.NO. 162).			
	38 No		16100.00	P.No.	Rs. 611800
3		Manufacturing providing & fixing GI signal arm double arch as per site requirement with the help of hydraulic crane instruction of EL with following specification GI Pipe 2" dia 10 SWG5" long 2 Nos MS clamps with nuts & bolts (P-21 S.NO. 144).			
	20 No		2866.00	% Rft	Rs. 57320
4		Providing & lying (Main or Sub Main PVC insulated pre sheeted with 4 Core copper produtor 600/1000 volts size 166 mm2 P-12 S.NO.102).			
	1200 Mtr		1300.00	P.Metter	Rs. 1560000
5		Providing & lying (Main or Sub Main) PVC insulated & PVC sheeted with 4 S.NO. core copper conductor 300/500 volts size 1.5 mm 2 P-12 S.NO. 97.			
	750 Mtr		179.00	P.Metter	Rs. 134250
6		Providing & lying (Main or Sub Main) PVC insulated & PVC sheeted with 4 core copper conductor 300/500 volts size 2.5 mm 2 P-12 S.NO. 98.			
	500 Mtr		252.80	P.Metter	Rs. 126400
7		Construction of R.C.C foundation as per following specification & instruction of EI for 31ft/40ft long tubular pole Excavation of soft/hard soil 3'x3'x5.5' stone soiling 3'x3'x6" making lean in the ratio of 1:1.8 length of MS bolts 6 1/2 (1/2" dia) 4 No's & making thread in MS rod template 16" x 16" x 1/4 Rings 1/4" dia round bar 4 No's to the welded with MS and RCC foundation ratio 1:2:4 with appraite size 2'x2'x6.5' (P-19 S.NO. 139).			
	29 No		15168.00	P.No	Rs. 439872
8		Manufacturing providing & fixing GI signal arm double arch as per site requirement with the help of hydraulic crane instruction of EL with following specification GI Pipe 2" dia 10 SWG5" long 2 Nos MS clamps with nuts & bolts (P-22 S.NO. 149).			
	9 No		3745.00	P.No	Rs. 33705
9		Providing & fixing circuit breaker 6,10,15,20,30,40,50 & 63 amp DP (TB-55) on prepared board as required (P-31 S.NO. 204).			
	2 No		2456.00	P.No.	Rs. 4912
10		Providing & fixing circuit breaker 15,20,30,40,50,60,75 & 100 amp TP (XT-100NS) on prepared board as required (P-31 S.NO. 207).			
	3 No		9261.00	P.No	Rs. 27783
11		Providing & fixing voltmeter size 96/96 mm 500 voltes required and as per instruction of EL. P-41 S.NO. (B).			
	3 No		999.00	P.No	Rs. 2997
12		Providing & fixing ammetors size 96/96mm direct 15 A, 30 A, 50A, 60A & 100 A as required as per instructing of EL-P-41 S.No. (A).			
	3 No		1054.00	P.No	Rs. 3162
13		Pole 10' long I/C foundation C.C 1.5 ni 50.			
	11 No		10000.00	P.No.	Rs. 110000
14		Street Light glob 12: Dia.			
	11 No		2000.00	P.No	Rs. 22000
15		Junction Box 4'x4'.			
	11 No		300.00	P.No	Rs. 3300

B.M. Qureshi

16	Distribution Box.				
	4.31 Sft	3303.00	P.Sft	Rs. 14236	
17	Providing fixing water pumping set with 3star motor and pump 1 HP 1400RPM single phase 220v 2" x1-1/2" suction and delivery 40ft head I/C base plate and also making C:C:1:3:6 plate of required base size and fixing with nuts and bolts etc.				
	1 No	18470.00	Each	Rs. 18470	
18	Providing & fixing UPVC Pipe (NEPPO made in KSA) soh-400 on surface by using olips schedule of approved quality & material) etc. paid seperately of masonry C.C or R.C.C upto 60" ft and making good with C.C including airing finishing etc complete as per Instr: of the Engineer Incharge specification with the ASTM-D-1784 type 1 grade scaffolding ledders etc complete (R.A).				
	500.00 Rft	98.00	Rft	Rs. 49000	
				Total Rs: 4283420	

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

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. 25 Dated 06-05-2016Contract Value: 4239729/Contract Title: RECONDG: OF ROAD BUNGLOW OF SESSION JUDGE I/C
INSIDE OF SESSION COURT SHAHEED BENAZIR ABAD (ELECTRIC WORK).

[M/S Permanand & Co:] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice. Without limiting the generality of the foregoing,

[M/S Permanand & Co:] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[M/S Permanand & Co:] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/S Permanand & Co:] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard,

[M/S Permanand & Co:] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

[Contractor]

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;


(b) Terminate the Contract; and

(c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

(CONTRACTOR)



EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD



DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION,
SHAHEED BENAZIR ABAD

24

24

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS.

- 1). NAME OF THE ORGANIZATIIN DEPTT: Executive Engineer Highway Division Shaheed Benazirabad.
- 2). PROVINCIAL / LOCAL GOVT: / OTHER: District Government.
- 3). TITLE OF CONTRACT: CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA MUHAMMAD AYOUB RAJPUT MILE 0/4-1/0 (R/WORK).
- 4). TENDER NUMBER. E.E HIGHWAY DIVISION TC/G-55/503, DATED: 14-04-2016.
- 5). BRIEF DESCRIPTION OF CONTRACT _____
- 6). FORUM THAT APPROVED THE SCHEME: (A.D.P)
- 7). TENDER ESTIAMTED VALUE: 5.50 (M)
- 8). ENGINEER'S ESTIMATE 5.479 (M)
(For civil works quality).
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) (12) Months
- 10). TENDER OPENED ON (DATE & TIME) 06-05-2016
- 11). NUMBER OF TENDER DOCUMENTS SLOD 04 Nos
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED 04 Nos
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04 Nos
- 14). BID EVALUATION REPORT Already sent
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S MBC & Sons
- 16). CONTRACT AWARD PRICE 5293061/-
- 17). RAKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (1) M/S MBC & Sons
(i.e. 1st, 2nd, 3rd EVALUATION) (2) M/S National Engg: Works
(3) M/S Permanand & Co:
(4) Mr. Muhammad Akram Shaikh

18). MEHTOD OF PROCUREMENT USED (Tick one)

- a). SINGLE STAGE - ONE ENVELOPE PROCEDURE _____
- b). SINGLE STAGE - TWO ENVELOPE PROCEDURE _____
- c). TWO STAGE BIDDING PROCEDURE _____
- d). TWO STAGE TWO ENVELOPE PROCEDURE _____

<input checked="" type="checkbox"/>	Domestic / Local
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

PLEASE SPECIFY IF ANY OTHER MEHTD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19). APPROVING AUTHORITY FOR AWARD OF CONTRACT

20). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLANT

Yes	✓	No		
-----	---	----	--	--

21). ADVERTISEMENT:

i). SPPRA Website
(If yes, give date and SPPRA Identification No)

Yes	SPPRA S.NO. 27618			
No				

ii). News Papers
(If yes, give names of newspapers and dates)
*Express (Urdu) dt: 17-04-2016, Dawn (English) dt: 18-4-2016
& Kawish (Sindhi) dt: 21-04-2016.*

Yes				
No				

22). NATURE OF CONTRACT

	✓		Int	
--	---	--	-----	--

23). WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	✓	No		
-----	---	----	--	--

24). WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	✓	No		
-----	---	----	--	--

25). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

Yes		No		
-----	--	----	--	--

26). WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	✓	No		
-----	---	----	--	--

27). WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID
BEST EVALUATED BID (in case of Consultancies)

Yes	✓	No		
-----	---	----	--	--

28). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLAIANT?

Yes	✓	No		
-----	---	----	--	--

29). WHETHER NAMES OF BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	✓	No		
-----	---	----	--	--

30). WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attached copy of the bid evaluation report)

Yes	✓	No		
	✓			

31). ANY COMPLAINTS RECEIVED.
(If yes, give details)

Yes			
No			

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS.
(If yes, give reasons)

Yes		✓	No	
-----	--	---	----	--

33). WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give details reasons)

Yes		✓	No	
-----	--	---	----	--

34). DEVIATION FROM QUALIFICATION CRITERIA
(If yes give details)

Yes	✓	No	✓
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35). WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	✓	No	
-----	---	----	--

36). WAS A VISIT MADE BY ANY OFFICER/OFFICAIL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT/ IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD.

Yes		No	✓
-----	--	----	---

37). WERE PROPER SAFEFUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUAR ETC)?

Yes		No	
-----	--	----	--

38). SPECIAL CONDITION, IF ANY
(If yes, give Brief Description)

Yes			
No	✓		

Signature & Official Stamp of Authorized Officer

EXECUTIVE ENGINEER
Highway Division
Shaheed Benazirabad

FOR OFFICE USE ONLY.



OFFICE OF THE
EXECUTIVE ENGINEER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD.
No: TC/G-55/ 662 S.B.A. Dated. 19/5 /2016

WORK ORDER

To,

M/S MBC & Sons,
Government Contractor,
NAWABSHAH.

Subject: - **CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD
AYOUB RAJPUT MILE 0/4-1/0 (R/WORK).**

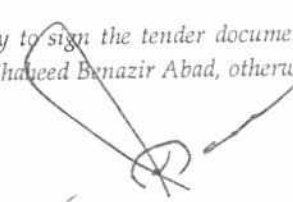
Reference: - Your Tender dated. 06-05-2016.

Rate quoted by you Part -A @Rs: 2.84% Below (Two Point Eighty Four Percent Below) for road component Part A, 13% Above (Thirteen Percent Above) for RCC Pipe component Part B, & 18.20% Above (Eighteen Point Twenty Percent Above) for Masonary Structure 3' Span Culvert component Part C of the estimated rates entered in Schedule 'B' for the above work have been approved by the Superintending Engineer, Works and Services, Shaheed Benazir Abad vide his office letter No: BB/T/1027, Dated: 16-05-2016 being the lowest.

You are therefore directed to please start the work within 7(Seven) days under the instruction from Assistant Engineer, concerned.

The period for the completion of the work is (12) (Twelve) months and you are instructed to complete the same within the Schedule period and as per P.W.D Specifications.

Also please attend the Divisional Office immediately to sign the tender documents and get the agreement stamped from Treasury Officer/District Accounts Officer, Shaheed Benazir Abad, otherwise no payment will be made.


EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

Copy forwarded to the Assistant Engineer, Highway Sub-Division, Nawabshah, for information. He is directed to please intimate the actual date of start of the work in due course.

Certified copies of the Schedule 'A' & 'B' are enclosed herewith for office record.

1
EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____ 20
between Executive Engineer, Highway Division (Shaheed Benazir Abad) of the one
part and _____ of the other part.

Agency: M/S MBC & Sons

Tender Amount Rs. 5293

WHEREAS the Procuring Agency has executed the ROAD FROM WARIS ALI L. 1/0 (R/WORK). Should be the Contractor for the execution of the works and defects therein.

NOW this Agreement witnesses:

1. In this Agreement as are respectively hereinafter referred to as the Contractor and the Procuring Agency.

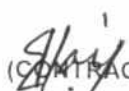



3. In conformity and in all respects within the provisions of the Contract.




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

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

(CONTRACTOR)



EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD


DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD

24

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 —Contract¹¹ means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications¹¹ means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings¹¹ means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency¹¹ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor¹¹ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party¹¹ means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date¹¹ means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.


1.1.8 —Day¹¹ means a calendar day

1.1.9 —Time for Completion¹¹ means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost¹¹ means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but


Contractor

35

EXECUTIVE
Shahid Hussain

does not include any allowance for profit.

Other Definitions

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

1.1.12 —Countryll means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risksll means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeurell means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

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

1.1.16 —Plantll means the machinery and apparatus intended to form or forming part of the Works.

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

1.1.18 —Variationll means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

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

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

1.2 Interpretation

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

1.3 Priority of Documents

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


Contractor

36

EXECUTIVE
Highway
Shahbaz Khan

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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


Contractor

37

EXECUTIVE MANAGER
Mr. [Name]
Shahzad [Name]

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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


Contractor

38

EXECUTIVE ENGINEER
Highway Department
Shaheed

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS


6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract; *
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and


Contractor

39


EXECUTIVE ENGINEER
Highway & Road
State of Karnataka

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

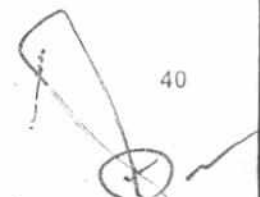
If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

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


Contractor

40

EXECUTIVE ENGINEER
18/11/2014
Shahed Benadir

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

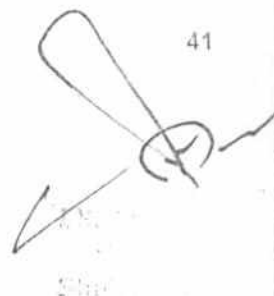
The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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


Contractor

41


10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

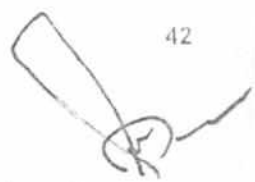
The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

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

10.5 Valuation of Claims

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


Contractor

42

Shahid Farhan

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

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

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


Contractor

43

EXECUTIVE
ENGINEER
Shaheed B-

11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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


Contractor


EXECUTIVE DIRECTOR
Signature

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care



Contractor

45

EXECUTIVE ENGINEER
Highway
Shahed Bazar

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

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

14. INSURANCE

14.1 Arrangements

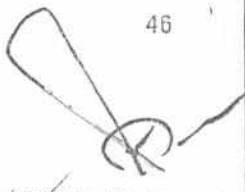
The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or


Contractor

46


EXECUTIVE ENGINEER
Highway Division
Shaheed Benazir

remedy effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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


Contractor

47

EXECUTIVE ENGINEER
Highway Division
Shaheed Benazir

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

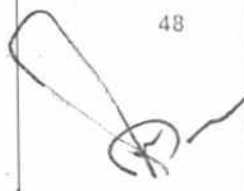
(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) Terminate the Contract; and

(c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.


Contractor

48


EXECUTIVE ENGR
Highway Division
Ghahed Benazir

SCHEDULE "B"

Name of Work:-

CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY
MUHAMMAD AYOUB RAJPUT MILE 0/4-1/0. (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 85% Density W.O.L</u>				
	221165	Cft	3656.23	% 0Cft	808630
	<u>E/W 95-100% Density W.O.L</u>				
	38069	Cft	6190.17	% 0Cft	235654
	<u>E/W On Berms W.O.L</u>				
	27199	Cft	2208.37	% 0Cft	60065
2	Sub Base Course				
	Preparing sub base course by supplying and spreading stone metal 1 1/2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, filling voids with 20 cft pit/ canal sand having plasticity index of 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.				
	16315	Cft	8864.22	% Cft	1446197
3	Brick on End Edging				
	Laying on bricks on end edging including supply of 9"x4 1/2"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.				
	5438	Rft	2711.49	% Rft	147451
4	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)				
	8158	Cft	10111.46	% Cft	824893
5	1st coat				
	Providing surface dressing 1st 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.				
	32630	Sft	1672.88	% Sft	545861
6	1" thick Carpet.				
	Providing 1 1/2" thick (Consolidated) primixed carpet in proper camber and grade including supply 15 cft Crush Bajri and 5 Cft hill sand of approved quality and gauge with 93 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	4645.75	% Sft	1515908

Total Rs: 5584659

Ded: Diff Cost of Bitumen


14.13 Tons

18748.00

P.Tons (-) Rs. 266308

G.Total Rs. 5318351/

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

CONTRACTOR


Executive Engineer
Highway Division
Shaheed Benazir Abad

Bill of Quantities

SCHEDULE "B" RCC Pipe

Name of Work:-

CONSTR: OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY
MUHAMMAD AYOUB RAJPUT MILE 0/4-1/0. (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

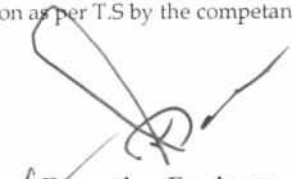
P.Rft

Rs:26368/-

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

5"Span RCC Slab Culvert.

Bill of Quantities

Name of Work:- **CONSTITUTION OF ROAD FROM WARIS ALI LASHARI VIA CHOUDHARY MUHAMMAD AYOUB RAJPUT MILE 0/4-1/0. (R/WORK).**

S.No:	Item	Unit	Calculations	Rate	Unit	Amount
1	Excavation in foundation of building and other structure i/c degbilen 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).					
	1600	Cft	@Rs: 3176.25	%0 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	P.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	P.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 Floing 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	% P.Cft		3680
10	Supplying & Filling Sand Under Floor and plugging in walls (Sr.I.No:29 P-30)					
	513	Cft	@Rs: 1141.25	% P.Cft		5855

Total Rs: 151434 < INP

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

CONTRACTOR

(Signature)
Executive Engineer
Highway Division
Shaheed Benazir Abad

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. 24 Dated 06-05-2016Contract Value: 5293061/Contract Title: **CONSTITUTION OF ROAD FROM WARIS ALI LASHARI VIA MUHAMMAD
AYOUB RAJPUT MILE 0/4-1/0 (R/WORK).**

[M/S MBC & Sons] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice. Without limiting the generality of the foregoing,

[M/S MBC & Sons] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[M/S MBC & Sons] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/S MBC & Sons] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard,

[M/S MBC & Sons] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

[Contractor]

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) Terminate the Contract; and

(c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

(CONTRACTOR)



EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD



DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION,
SHAHEED BENAZIR ABAD


BID EVALUATION REPORT


23

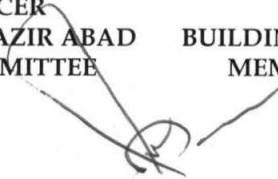
1.	Name of Procuring Agency:	Executive Engineer Highway Division S.B.A.
2.	Tender Reference No:	E.E Highway TC/G-55/503, Dated 14-04-2016.
3.	Tender Description/Name of work/ Item:	Constt: of road from Bhai Khan Zardari 2/0 to village Sain Bux Chandio Via Ranjho Khan Zardari mile 0/4-1/3.
4.	Method of Procurement:	Single stage one Envelope Procedure.
5.	Tender Published:	Leading News paper Express (Urdu) Dated: 17-04-2016, Dawn (English) Dated: 18-04-2016 & Kawish (Sindhi) Dated: 21-04-2016 & others) SPPRA S. No.27618.
6.	Total Bid documents sold:	03 Nos
7.	Total Bids received:	03 Nos
8.	Technical Bid Opening date (if applicable):	N/A
9.	No. of Bid technically qualified (if applicable):	N/A
10.	Bid (s) Rejected:	02 Nos
11.	Financial Bid Opening date:	06-05-2016
12.	Bid Evaluation Report:	

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost Rs. 11.815	Reasons for acceptance rejection	Remarks
0	1	2	3	4	5	6
1	M/S Khaldi Constt: Co:	11567910	1 st Lowest	2.09% Below	Lowest Bid	Accepted
2	Mr. Muhammad Akram Shaikh	11585380	2 nd Lowest	1.94% Below	Highest Bid	Rejected
3	M/S Jameel Akhtar Junejo	11645323	3 rd Lowest	1.44% Below	Highest Bid	Rejected

Signatures of the Members of the Committee


SHAMSUDDIN UJJAN
 DIVISIONAL ACCOUNTS OFFICER
 HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
 MEMBER OF PROCUREMENT COMMITTEE


ILMUDDIN DAHRI
 ASSISTANT ENGINEER,
 BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
 MEMBER OF PROCUREMENT COMMITTEE


MUHAMMAD AYOUB SHAIKH
 EXECUTIVE ENGINEER
 HIGHWAY DIVISION
 SHAHEED BENAZIR ABAD
 CHAIRMAN OF PROCUREMENT COMMITTEE

COMPERATIVE STATEMENT & FINANCIAL REVIEW.

TC/G-55/503, Dated: 14-04-2016.

Date of issue: 05-05-2016 Date of open: 06-05-2016

NAME OF WORK:- Constt: of road from Bhai Khan Zardari 2/0 to village Sain Bux Chandio Via Ranjho Khan Zardari mile 0/4-1/3.

Description.	Estimated cost.		M/S Khaldi Constt: Co: 1st	Rate	Amount.	Mr. Muhammad Akram Shaikh 2nd	Rate.	Amount.	M/S Jameel Akhtar Junejo 3rd	Rate.	Amount.
	Rs.										

ROAD COMPONENT PART-I

1. Amount of Sch: "B" Rs. 11768051
 2. Ded: diff: cost of Bitumen (-) Rs. 463638
 24.73 Tons at Rs. 18748.00 P. Tons Rs. 11304413

Schedule "B" Rs: 11768051
 Diff:C.Bitumen. Rs: 463638
 Total Rs: 11304413

Schedule "B" Rs: 11768051
 Diff:C.Bitumen. Rs: 463638
 Total Rs: 11304413

Schedule "B" Rs. 11768051
 Diff:C.Bitumen. Rs. 463638
 Total Rs: 11304413

Ded: 2.92% Below 343627

Total Rs: 10960786

Ded: 2.79% Below 328329

Total Rs: 10976084

Ded: 2.31% Below 271842

Total Rs: 11032571

2% Below Ceiling fixed by (-) Rs. 235361
 C.E Highways Hyd: Total: Rs. 11069052

R.C.C PIPE COMPONENT PART -II

1. Amount of Sch: "B" Rs: 65920
 2. Add: 15% Above (+) Rs: 9888
 Total Rs: 75808

Schedule "B" Rs: 65920
 13.29% Above Rs: 8761
 Total Rs: 74681

Schedule "B" Rs: 65920
 13.90% Above Rs: 9163
 Total Rs: 75083

Schedule "B" Rs. 65920
 14.25% Above 9394
 Total Rs: 75314

MASONARY STRUCTURE

COMPONENT PART -III

1. Amount of Sch: "B" Rs: 151434
 2. Cartage of Material Rs: 29886
 3. Add 10% above on Febrication (+) Rs: 2636
 Rs. 183956 X3

Schedule "B" Rs. 151434
 17.20% Above Rs. 26047
 Rs. 177481 x3

Schedule "B" Rs. 151434
 17.59% Above Rs. 26637
 Rs: 178071 X3

Schedule "B" Rs. 151434
 18.30% Above 27712
 Rs: 179146 X3

Rs: 551868
G.Total: Rs: 11696728

Rs: 532443
G.Total: Rs: 11567910

Rs: 534213
G.Total: Rs: 11585380

Rs. 537438
G.Total Rs: 11645323

Certified that the entries have been correctly incorporated in the comparative

Statement as per rates and amount in the individual tenders.



SHAMSUDDIN UJAN
 DIVISIONAL ACCOUNTS OFFICER
 HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
 MEMBER OF PROCUREMENT COMMITTEE



HAMUDDIN DAHRI
 ASSISTANT ENGINEER
 BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
 MEMBER OF PROCUREMENT COMMITTEE

MUHAMMAD AYOUB SHAIKH
 EXECUTIVE ENGINEER,
 HIGHWAY DIVISION
 SHAHEED BENAZIR ABAD
 CHAIRMAN OF PROCUREMENT COMMITTEE

The lowest offer of M/S Khaldi Constt: Co; Comes to
 2.92% Below for Road (Component Part I, 13.29% Above for R.C.C
 Pipe Component Part II & 17.20% Above for Masonary Structure
 Component Part III, The estimate rate shown in schedule "B" For
 Part I, for Part II & Part III.


BID EVALUATION REPORT

24

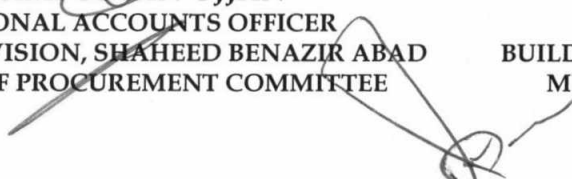
1.	Name of Procuring Agency:	Executive Engineer Highway Division S.B.A.
2.	Tender Reference No:	E.E Highway TC/G-55/503, Dated 14-04-2016.
3.	Tender Description/Name of work/ Item:	Constt: of road from Waris Ali Lashari Via Muhammad Ayoub Rajput mile 0/4-1/0 (R/Work).
4.	Method of Procurement:	Single stage one Envelope Procedure.
5.	Tender Published:	Leading News paper Express (Urdu) Dated: 17-04-2016, Dawn (English) Dated: 18-04-2016 & Kawish (Sindhi) Dated: 21-04-2016 & others) SPPRA S. No.27618.
6.	Total Bid documents sold:	04 Nos
7.	Total Bids received:	04 Nos
8.	Technical Bid Opening date (if applicable):	N/A
9.	No. of Bid technically qualified (if applicable):	N/A
10.	Bid (s) Rejected:	03 Nos
11.	Financial Bid Opening date:	06-05-2016
12.	Bid Evaluation Report:	

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost Rs. 5.402	Reasons for acceptance rejection	Remarks
0	1	2	3	4	5	6
1	M/S MBC & Sons	5293061	1 st Lowest	2.02% Below	Lowest Bid	Accepted
2	M/S National Engg: Works	5301489	2 nd Lowest	1.86% Below	Highest Bid	Rejected
3	M/S Permanand & Co:	5319478	3 rd Lowest	1.53% Below	Highest Bid	Rejected
4	Mr. Muhammad Akram Shaikh	5327567	4 th Lowest	1.38% Below	Highest Bid	Rejected

Signatures of the Members of the Committee


SHAMSUDDIN UJJAN
DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE


ILMUDDIN DAHRI
ASSISTANT ENGINEER,
BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE


MUHAMMAD AYOUB SHAIKH
EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD
CHAIRMAN OF PROCUREMENT COMMITTEE

COMPERATIVE STATEMENT & FINANCIAL REVIEW

TC/G-55/503, Dated: 14-04-2016.

Date of issue: 05-05-2016

Date of open: 06-05-2016

NAME OF WORK:- Constt: of road from Waris Ali Lashari Via Muhammad Ayoub Rajput mile 0/4-1/0 (R/Work).

Description.	Estimated cost.		M/S MBC & Sons		M/S National Engg. Works		M/S Permanand & Co:		Mr. Muhammad Akram Shaikh	
	Rate	Amount.	Rate	Amount.	Rate.	Amount.	Rate.	Amount.	Rate	Amount

ROAD COMPONENT PART-I.

1. Amount of Sch: "B"	Rs. 5505536	Schdule "B" Rs:	5505536	Schdule "B" Rs:	5505536	Schdule "B" Rs:	5505536	Schdule "B" Rs:	5505536	Schdule "B" Rs.
2. Ded: diff: cost of Bitumen (-)	Rs. 264909	Diff: C. Bitumen. Rs:	264909	Diff: C. Bitumen. Rs:	264909	Diff: C. Bitumen. Rs:	264909	Diff: C. Bitumen. Rs:	264909	Diff: C. Bitumen
14.13 Tons at Rs. 18748.00 P.Tons	Rs: 5240627	Total Rs:	5240627	Total Rs:	5240627	Total Rs:	5240627	Total Rs:	5240627	Total Rs:
		Ded: 2.84% Below	156357	Ded: 2.71% Below	149200	Ded: 2.39% Below	131582	Ded: 2.26% Below	124425	
		Total Rs:	5084270	Total Rs:	5091427	Total Rs:	5109045	Total Rs:	5116202	Total Rs:

2% Below Ceiling fixed by Rs. 110110

C.E Highway Hyd. Total: Rs. 5130517

R.C.C PIPR COMPONENT -II.

1. Amount of Sch: "B"	Rs: 26368	Schdule "B" Rs:	26368	Schdule "B" Rs:	26368	Schdule "B" Rs:	26368	Schdule "B" Rs.	26368	Schdule "B" Rs.
2. Add: 15% Above	Rs: 3955	13% Above	3428	13.80% Above	3639	14% Above	3692	14.15% Above	3731	
	Rs: 30323	Total Rs:	29796	Total Rs:	30007	Total Rs:	30060	Total Rs:	30099	Total Rs:


MASONARY STRUCTURE 3" SPAN CULVERT


COMPONENT PART -III.

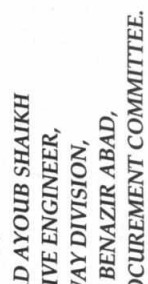
1. Amount of Sch: "B"	Rs: 151434	Schdule "B" Rs:	151434	Schdule "B" Rs:	151434	Schdule "B" Rs:	151434	Schdule "B" Rs.	151434	Schdule "B" Rs.
2. Cartage of Material	Rs: 31513	18.20% Above	27561	18.90% Above	28621	19.11% Above	28939	19.70% Above	29832	
3. Add 10% above on Febrication (+)	Rs: 2636	Total Rs:	178995	Total Rs:	180055	Total Rs:	180373	Total Rs:	181266	Total Rs:
	Rs. 185583	Total Rs:	5293061	Total Rs:	5301489	Total Rs:	5319478	Total Rs:	5327567	Total Rs:

Certified that the entries have been correctly incorporated in the comparative statement as per rates and amount in the Individual Schedule "B".

The lowest offer of M/S MBC & Sons, 2.84% Below for Road Component Part I, 13% Above for RCC Pipe Component Part II & 18.20% Above for 3" Span Culvert Component Part III. The estimate rate shown in schedule "B" For Part I, for Part II & Part III.


SHAMSUDDIN UJAN
 DIVISIONAL ACCOUNTS OFFICER,
 HIGHWAY DIVISION, SHAHEED BENAZIR ABAD,
 MEMBER OF PROCUREMENT COMMITTEE.


ILMUDDIN DAHRI
 ASSISTANT ENGINEER,
 BUILDINGS DIVISION, SHAHEED BENAZIR ABAD,
 MEMBER OF PROCUREMENT COMMITTEE.


MUHAMMAD AYUUB SHAIKH
 EXECUTIVE ENGINEER,
 HIGHWAY DIVISION,
 SHAHEED BENAZIR ABAD,
 CHAIRMAN OF PROCUREMENT COMMITTEE.


BID EVALUATION REPORT


25


1.	Name of Procuring Agency:	Executive Engineer Highway Division S.B.A.
2.	Tender Reference No:	E.E Highway TC/G-55/503, Dated 14-04-2016.
3.	Tender Description/Name of work/ Item:	Recondg: of road Bunglow of Session Judge I/C Inside of Session Court Shaheed Benazir Abad (Electric Work).
4.	Method of Procurement:	Single stage one Envelope Procedure.
5.	Tender Published:	Leading News paper Express (Urdu) Dated: 17-04-2016, Dawn (English) Dated: 18-04-2016 & Kawish (Sindhi) Dated: 21-04-2016 & others) SPPRA S. No.27618.
6.	Total Bid documents sold:	03 Nos
7.	Total Bids received:	03 Nos
8.	Technical Bid Opening date (if applicable):	N/A
9.	No. of Bid technically qualified (if applicable):	N/A
10.	Bid (s) Rejected:	02 Nos
11.	Financial Bid Opening date:	06-05-2016
12.	Bid Evaluation Report:	

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost Rs. 4.283	Reasons for acceptance rejection	Remarks
0	1	2	3	4	5	6
1	M/S Permanand & Co:	4239729	1 st Lowest	1.01% Below	Lowest Bid	Accepted
2	M/S A.S Electric Store & Constt:	4245726	2 nd Lowest	0.87% Below	Highest Bid	Rejected
3	M/S Ghosia Electric Store & Works	4261146	3 rd Lowest	0.51% Below	Highest Bid	Rejected

Signatures of the Members of the Committee


SHAMSUDDIN UJJAN
DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE


ILMUDDIN DAHRI
ASSISTANT ENGINEER,
BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE


MUHAMMAD AYOUB SHAIKH
EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD
CHAIRMAN OF PROCUREMENT COMMITTEE

COMPERATIVE STATEMENT & FINANCIAL REVIEW.

TC/G-55/503, Dated: 14-04-2016.

Date of issue: 05-05-2016

Date of open: 06-05-2016

NAME OF WORK:- Recondg: of road Bunglow of Session Judge I/C Inside of Session Court Shaheed Benazir Abad (Electric Work).

Description.	Estimated cost.		M/S Permanand & Co: 1st		M/S A.S Electric Store & Construction 2nd		M/S Ghosia Electric Store & Works 3rd	
	Rs.	At Par	Rate	Amount.	Rate.	Amount.	Rate.	Amount.

ELECTRIC WORK COMPONENT PART-I.

- 1.Amount of Sch: "B" Rs. 4283420
2. At per as per Celling fixed by C.E. Rs. At Par

Schedule "B" Rs: 4283420

Ded: 1.02% Below Rs. 43691

Total Rs: 4239729

Schedule "B" Rs: 4283420

Ded: 0.88% Below Rs. 37694

Total Rs: 4245726

Schedule "B" Rs. 4283420

Ded: 0.52% Below 22274

Total Rs: 4261146

Rs. _____
Rs. _____

R.C.C PIPE COMPONENT PART -II.

- 1.Amount of Sch: "B" Rs: _____
- 2.Add: 15% Above (+) Rs: Nil

Total Rs: _____

Schedule "B" Rs: _____

Rs: Nil

Total Rs: _____

Schedule "B" Rs: _____

Rs: Nil

Total Rs: _____

Schedule "B" Rs. _____

Nil

Total Rs: _____

MASONARY STRUCTURE COMPONENT PART -III.

- 1.Amount of Sch: "B" Rs: _____
- 2.Cartage of Material Rs: Nil
3. Add 10% above on Febrication (+) Rs: Nil

Schedule "B" Rs. _____

Rs: Nil

Rs: _____

Schedule "B" Rs. _____

Rs: Nil

Rs: _____

Schedule "B" Rs. _____

Nil

Rs: _____

G.Total: Rs: 4283420

G.Total: Rs: 4239729


G.Total: Rs: 4245726

G.Total Rs: 4261146

Certified that the entries have been correctly incorporated in the comparative

Statement as per rates and amount in the individual tenders.

The lowest offer of M/S Permanand & Co: Comes to 1.02% Below for Electric Work Component Part I, The estimate rate shown in schedule "B" For Part I.


SHAMSUDDIN UJJAN

DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE



ILMUDDIN DAHRI
ASSISTANT ENGINEER
BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE



MUHAMMAD AYUB SHAIKH
EXECUTIVE ENGINEER,
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD
CHAIRMAN OF PROCUREMENT COMMITTEE



**OFFICE OF THE
EXECUTIVE ENGINEER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD.**

Address: Situated at near Kazi Ahmed road Nawabshah.

This Office NIT No, TC/G-55/ 503

Dated: 14-04-2016.

Published in Daily Express (Urdu) Dated: 17-04-2016, Dawn (English) Dated: 18-04-2016 & Kawish Sindhi Dated: 21-04-2016 SPPRA Website SNo. 27618.

SUBJECT: PROCUREMENT COMMITTEE MEETING HELD ON 06-05-2016.

A meeting of the Procurement Committee was held in the office of Executive Engineer, Highway Division, Shaheed Benazir Abad, under the Chairmanship of Executive Engineer.

2. The below mentioned member of Committee attended the meeting to discuss the Bids invited for the Procurement of Works vide Executive Engineer, Highway Division, Shaheed Benazir Abad, letter No. TC/G-55/ 503, Dated: 14-04-2016 and subsequently hoisted on the website of Sindh Public Procurement Regulatory Authority Sr. No. 27618 and Information Technology Department Government of Sindh.

Following attend the meeting.

- 1 **MR. MUHAMMAD AYOUB SHAIKH,
EXECUTIVE ENGINEER,
HIGHWAY DIVISION,
SHAHEED BENAZIR ABAD.** CHAIRMAN
- 2 **MR. SHAMSUDDIN UJJAN,
DIVISIONAL ACCOUNTS OFFICER,
HIGHWAY DIVISION,
SHAHEED BENAZIR ABAD.** MEMBER
- 3 **MR. ILMUDDIN DAHRI,
ASSISTANT ENGINEER,
BUILDINGS DIVISION,
SHAHEED BENAZIR ABAD.** MEMBER

- 4 During the course of meeting following discussion were made by the Committee.
 - i. The Tender received back on dated 06-05-2016, at 1.00 pm & was Opened before the Procurement Committee in presence of representatives of participants,
 - ii. The methods of Bidding Documents observed as single envelope.
 - iii. The Tender was opened on 06-05-2016 at 1.45 pm before the Tender Opening Committee.

SR. NO. 23 CONSTT: OF ROAD FROM BHAI KHAN ZARDARI 2/0 TO VILLAGE SAIN BUX CHANDIO VIA VILLAGE RANJHO KHAN ZARDARI ROAD MILE 0/4-1/3.

- 5 The Committee was informed that 03 Nos Bidders have purchased the Bidding Documents upto Dated: 05-05-2016 and 03 Nos have responded the Bids on Date: 06-05-2016 upto 1:00 pm in the office of Executive Engineer, Highway Division, Shaheed Benazir Abad.
- 6 During the opening of Tender received, following status was found.

S #	Name of Firms	Raking in Term of Cost	Remarks
01	M/S Khaldi Constt: Co:	1 st Lowest	Lowest
02	Mr. Muhammad Akram Shaikh	2 nd Lowest	Highest
03	M/S Jameel Akhtar Junejo	3 rd Lowest	Highest

SR. NO. 24 CONSTT: OF ROAD FROM WARIS ALI LASHARI VIA MUHAMMAD AYOUB RAJPUT MILE 0/4-1/0 (R/WORK).

- 5 The Committee was informed that 04 Nos Bidders have purchased the Bidding Documents upto Dated: 05-05-2016 and 04 Nos have responded the Bids on Date: 06-05-2016 upto 1:00 pm in the office of Executive Engineer, Highway Division, Shaheed Benazir Abad.
- 6 During the opening of Tender received, following status was found.

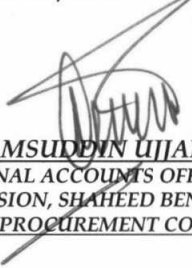
S #	Name of Firms	Raking in Term of Cost	Remarks
01	M/S MBC & Sons	1 st Lowest	Lowest
02	M/S National Engg: Works	2 nd Lowest	Highest
03	M/S Permanand & Co:	3 rd Lowest	Highest
04	Mr. Muhammad Akram Shaikh	4 th lowest	Highest


SR. NO. 25. RECONDG: OF ROAD BUNGLOW OF SESSION JUDGE I/C INSIDE OF SESSION COURT SHAHEED BENAZIR ABAD (ELECTRIC WORK).

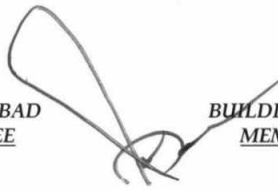
- 5 The Committee was informed that 03 Nos Bidders have purchased the Bidding Documents upto Dated: 05-05-2016 and 03 Nos have responded the Bids on Date: 06-05-2016 upto 1:00 pm in the office of Executive Engineer, Highway Division, Shaheed Benazir Abad.
- 6 During the opening of Tender received, following status was found.

S #	Name of Firms	Raking in Term of Cost	Remarks
01	M/S Permanand & Co:	1 st Lowest	Lowest
02	M/S A.S Electric Store & Construction	2 nd Lowest	Highest
03	M/S Ghosia Electric Store & Works	3 rd Lowest	Highest

7. The Committee thoroughly scrutinized each case / Tender Document, by comparing earth matically and financially with sanctioned estimates / Bill of quantities and criteria for eligibility and minimum qualification as per Bidding Documents.
8. Recommendation
After due deliberation / scrutiny of each Tender Document by the Committee, it was recommended that lowest evaluated responsive Bidder may be awarded the respective Tender.
9. Decision
In view of Para No.7 of this report it is decided that Tenders are being awarded to above mentioned lowest responsive Bidders accordingly.


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DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE


ILMUDDIN DAHRI
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BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
MEMBER OF PROCUREMENT COMMITTEE



MUHAMMAD AYOUB SHAIKH
EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD
CHAIRMAN OF PROCUREMENT COMMITTEE

BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

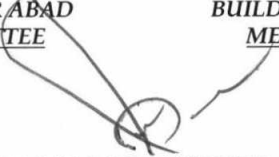
Eligibility / Qualification Criteria:

Agency: - M/S Khaldi Constt: Co:

S No.	Eligibility / Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.	Yes	
03	List of scope & approximate cost of works in hand.	Yes	
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board</u> .	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.	Yes	
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE 01) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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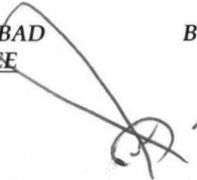
Eligibility / Qualification Criteria:

Agency: - M/S Permanand & Co:

S No.	Eligibility / Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.	Yes	
03	List of scope & approximate cost of works in hand.	Yes	
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board.</u>	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.	Yes	
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE 01) (EE 06) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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BIDDERS' ELEGIBILITY / QUALIFICATION REPORT

Eligibility / Qualification Criteria:

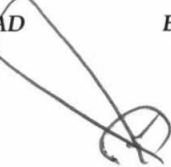
Agency: - M/S.

MBC S Co.

S No.	Eligibility / Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.	Yes	
03	List of scope & approximate cost of works in hand.	Yes	
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board</u> .	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.	Yes	
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE 01) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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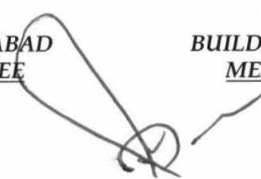
Eligibility / Qualification Criteria:

Agency: - **Mr. Muhammad Akram Shaikh**

S No.	Eligibility / Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.	Yes	
03	List of scope & approximate cost of works in hand.	Yes	
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board.</u>	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.	Yes	
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE 01) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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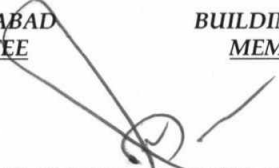
Eligibility / Qualification Criteria:

Agency: - *M/S A.S Electric Store & Construction*

S No.	Eligibility/ Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.		No
03	List of scope & approximate cost of works in hand.		No
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board.</u>	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.		No
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (EE 06) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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BIDDERS' ELEGIBILITY / QUALIFICATION REPORT


Eligibility / Qualification Criteria:

Agency: - M/S Ghosia Electric Store & Works

S No.	Eligibility / Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.		No
03	List of scope & approximate cost of works in hand.		No
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board.</u>	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.		No
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (EE 06) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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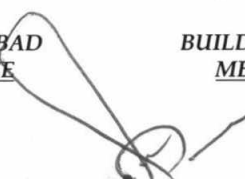
Eligibility / Qualification Criteria:

Agency: - M/S National Engg: Works

S No.	Eligibility/Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.	Yes	
03	List of scope & approximate cost of works in hand.	Yes	
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board</u> .	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.	Yes	
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE 01) & to the Extent of the Tender amount of each work for the year 2016.		No
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	


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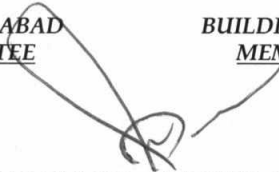
Eligibility / Qualification Criteria:

Agency: - M/S Jameel Akhtar Junejo

S No.	Eligibility / Qualification Criteria	Yes	No
01	Full name permanent address, mobile No. Fax No, E-Mail Address & the organizational; structure.	Yes	
02	Bio Data of Technical Staff Employees & to be made available for working on the project.	Yes	
03	List of scope & approximate cost of works in hand.	Yes	
04	Registration Income Tax Department along with NTN.	Yes	
05	The intending Agency / Firms should have Register / Approved with <u>Sindh Revenue Board.</u>	Yes	
06	The intending Agency / Firms have to submit the Affidavit to the effect that his Firm / Agency is not involved in any litigation & left abandoned the work in any Government Department & not black listed.	Yes	
07	Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE 01) & to the Extent of the Tender amount of each work for the year 2016.	Yes	
08	The earnest money specified would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in the shape of Call Deposit from any Scheduled Bank & must be attached with Bid Documents; otherwise it will not be entertained.	Yes	
09	If Firm / Partner involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.	N/A	

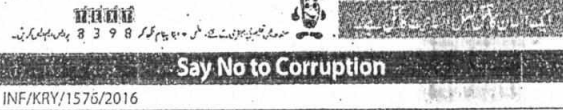

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BUILDINGS DIVISION, SHAHEED BENAZIR ABAD
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EXECUTIVE ENGINEER
HIGHWAY DIVISION
SHAHEED BENAZIR ABAD
CHAIRMAN OF PROCUREMENT COMMITTEE

April, 2016.

Special Judge,
Anti-Terrorism Court, Naushahro Feroze



INF/KRY/1576/2016

All stakeholders, interested / affected persons and the general public are invited to submit their comments in favour / or against the grant of Generation Licence. The comments shall be submitted to the office of the Registrar NEPRA within a period of **Fourteen (14) days** from the date of this publication. A copy of application along with all submitted documents is available on NEPRA website i.e. www.nepra.org.pk/news.htm

Registrar, NEPRA
NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad
Tele: 9206500 Fax 2600026, E-mail: office@nepra.org.pk

Admission of application for grant of Generation License is not to be construed as approval of License by NEPRA.



OFFICE OF THE EXECUTIVE ENGINEER, HIGHWAY DIVISION, SHAHEED BENAZIR ABAD
Situating Near Kazi Ahmed Road, Phone No. 0244-9370133 — Fax No. 0244-366648

NO. TC/G-55/503

Dated: 14/4/2016

"TO ACTIVATE ROADS AS 'SERVICE' TO PEOPLE AND TO OPEN UP THE PROVINCE BY MAXIMUM ACCESS"

NOTICE INVITING TENDER

Sealed tenders on Standard Bidding Documents are invited from the interested bidders/firms as per SPPRA Rules 2010 of Procurement Advertisement for the following works:

Sr. No.	A.D.P. No.	Name of Scheme	Estimated Cost In (M)	Earnest Money 3%	Tender Fee	Time Allowed
M/R SCHEMES						
1.		M/R of VIP road from Sakrand Road upto Varr Road Mile 0/0-0/5 (C.C. Topping)	5.50	165,000	3000/-	30.06.2016
2.		M/R of road of Nawabshah Kazi Ahmed Road to Nabi Dad Brohi Mile 0/0-3/1 (In Reaches)	3.00	90,000	2000/-	30.06.2016
3.		M/R of road of Nawabshah Kazi Ahmed Road 2/0 to Village Budlo Magso to Khair Shah Mile 0/0-1/0 (In Reaches)	3.00	90,000	2000/-	30.06.2016
4.		M/R road of Nawabshah Kazi Ahmed Road to Sheen Park/Zia Ul Hassan Lanjar Street 2 Nos.	2.00	60,000	1000/-	30.06.2016
5.		M/R of road from Bhangwar Colony to Faiz Petrol Pump Road to Nawabshah Varr Road via Airport Colony 0/0-1/2 (In Reaches)	3.00	90,000	2000/-	30.06.2016
6.		M/R of road from Old Jam Sahib Road to Street Imliaz Ahmed Wagan Road 0/0-0/1+440	0.50	15,000	500/-	30.06.2016
7.		M/R of road from Damrah Road at Rafique Memon House length 400 ft.	0.725	21,750	1000/-	30.06.2016
8.		M/R of Internal roads of Daur City	1.50	45,000	1000/-	30.06.2016
9.		M/R of road from Nawabshah 68th Mile Road at Mile 7/0 to Village Syed Noor Ahmed Shah Mile 0/0-1/2 (In Reaches)	2.00	60,000	2000/-	30.06.2016
10.		M/R of road from Nawabshah Jam Sahib Road to Village New Gul Baig Mari Mile 0/0-0/5 (In Reaches)	2.00	60,000	2000/-	30.06.2016
11.		M/R of road from Nawabshah Kazi Ahmed Road to Village Chanesar Zardari Ehsan Zardari & Mashooque Zardari Mile 0/0-0/5+330 (In Reaches)	2.00	60,000	2000/-	30.06.2016
12.		M/R of road from Nawabshah 60th Mile Road to Village Saeed Khan Mari Mile 0/0-0/3 (In Reaches)	0.700	21,000	1000/-	30.06.2016
13.		M/R of road from 60th Mile Desert Area Road to Village Dost Ali Rind Mile 0/0-0/2 (In Reaches)	0.525	15,750	500/-	30.06.2016
14.		M/R of road from Chapar Khan Khoso to Connect Milho Jamali Road via Fazul Keerio Mile 0/0-2/0 (In Reaches)	4.00	120,000	3000/-	30.06.2016
15.		M/R of road from Mashakh Nasri Road to Village Golo Dahr Mile 0/0-2/0 (In Reaches)	3.20	96,000	2000/-	30.06.2016
16.		M/R of road from Sakrand Khadhar Road to Adam Brohi Mile 0/0-2/1 (In Reaches)	2.50	75,000	2000/-	30.06.2016
17.		M/R of road from Pir Shah Ji Mori to Commando Center Mile 0/0-1/4 (In Reaches)	1.50	45,000	1000/-	30.06.2016
18.		M/R of road from Old National Highway to Khar Road Mile 0/0-2/4 (In Reaches)	2.00	60,000	2000/-	30.06.2016
19.		M/R of road of Kazi Ahmed Sawal Manjhotho Road Mile 2/0-2/5 (In Reaches)	2.00	60,000	2000/-	30.06.2016
20.		M/R of road from National Highway Atabad Road 1/5 to village Qasim Rahu Mile 1/5-2/3 (In Reaches)	1.00	30,000	1000/-	30.06.2016
21.		M/R of road from Shahpur Jahania to Hajj Umer Sethar Mile 0/3-2/1 (In Reaches)	3.00	90,000	2000/-	30.06.2016
22.		M/R of Culverts of District Shaheed Benazir Abad	0.849	25,470	1000/-	30.06.2016
A.D.P. SCHEMES						
23.	95	Const: of road from Bhal Khan Zardari 2/0 to Village Sain Bux Chandio via Village Ranjho Khan Zardari Road Mile 0/4-1/3	12.30	369,000	3000/-	12 Months
24.	96	Const: of road from Waris Ali Lashari via Muhammad Ayoub Rajput Mile 0/4-1/0 (R/Work)	5.50	165,000	3000/-	12 Months
25.	144	Recondg: of road Bungalow of Sessions Judge i/c inside of Sessions Court Shaheed Benazir Abad (Electric Work)	4.30	129,000	3000/-	12 Months

CONDITIONS:

- The blank bid forms will be available at the office of the undersigned situated near Kazi Ahmed Road, Nawabshah, on payment of tender fee, in cash (non-refundable) specified against each work on any working day during office hours from the date of publication of this notice upto 5.5.2016 at 1.00 p.m.
- The tenders will be received back on 6.5.2016 upto 1.00 p.m. & opened on the same date at 1.45 p.m. in presence of interested bidders or their authorized representatives.
- Tender documents will be opened in presence of Procurement Committee approved by the Secretary, Works & Services, Karachi Sindh.
- a) In case undersigned is out of Headquarters, the same will be received and opened on next working day at the same timing.
- b) In case the tenders are unresponded the next dates for issue & opening of tenders will be as under:-
 - The tenders will be issued upto 23.5.2016 at 1.00 p.m. and tenders will be received back on 24.5.2016 at 1.00 pm and opened on the same day at 1.45 P.M. in presence of interested bidders or their authorized representatives.
- To participate in tendering details for eligibility are as under:-**
 - Full name, permanent address, mobile No., fax No., Email address & the organizational structure.
 - Bio-data of Technical Staff, Employees to be made available for working on the project.
 - List of scope & approximate cost of works in hand.
 - Registration with Income Tax Department along with NTN.
 - The Intending Agency/Firm should have been registered/approved with **Sindh Revenue Board**.
 - The Intending Agency/Firm has to submit the affidavit to the effect that his firm/agency is not involved in any litigation & has not left abandoned any work in any government department & not blacklisted.
 - Registration with Pakistan Engineering Council in the relevant field of specialization of work (CE01) (EE06) & to the extent of the tender amount of each work.
- Earnest money specified above would be pledged in the name of Executive Engineer, Highway Division, Shaheed Benazir Abad in shape of Call Deposit from any scheduled bank & must be attached with the bid documents; otherwise it will not be entertained.
- If firm/partner is involved in partnership deed, such details & power of attorney will be submitted on affidavit by the proprietor.
- Conditional & telegraphic tenders will not be entertained.
- The Procuring Agency may reject all or any bid or proposal at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of PPRA Rules.
- The tender can also be seen on SPPRA Website www.ppra.gov.pk
- In case of works costing below Rs. 4.00 Million the conditions at Sr. No. 5(g) will not be applicable.

EXECUTIVE ENGINEER
HIGHWAY DIVISION, SHAHEED BENAZIR ABAD

INF/KRY No. 1577/16

Say No to Corruption

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