

OFFICE OF THE EXECUTIVE ENGINEER
HIGHWAY DIVISION KHAIRPUR

PH:#0243-9280033

NO:TC/G-55/ 310 OF 2016

KHAIRPUR DATED:- 4-5-2016

NOTICE INVITED TENDERS

Sealed Bid are invited for all the interested Bidders on Standard Bidding documents under Public Procurements Regulatory Authority Rule 2010(Amended in 2013 & 2014) for the Procurements of following Works (List attached)

1/- The intended participants can purchase the separate set of tenders on payment of tender fee/ documents fee for the each work within effect from **05-05-2016 to 23-05-2016 up to 01-00 P.M.**

2/- The Tender will be received back and opened on same date i-e **23-05-2016, @ 2.00 P.M** in presence of tender opening/evolution committee. If the tendered work remains un- responded or competent Authority out of Head quarter the Bidding Documents will be received back on date **08-06-2015 up to 01-00 P.M** which will be opened in the presence of tender procurement committee & the participate at **2.00 P.M** on the same date.

3/- Eligibility conditions for intending participants are as under:-

- i. Registrations with Pakistan Engineering Council in the relevant field of Specialization of work to the extent of tender amount Under the code of CE01 Pakistan Engineering Council (PEC Certificate) is required.
- ii. Bio- date of Engineers and Technical staff working with the firm.
- iii. Documentary evidence of works executed / works in progress and certificate of satisfactory completion of work by the employers.
- iv. List of work in progress, indicating cost of each work and copy of letter of award of work.
- v. List of machinery and equipment available with documentary evidence of its ownership certificate of Bank showing credit worthiness along with Bank Statement.
- vi. Registration with Income Tax Department (NTN Certificate) and copy of C.N.I.C.
- vii. Undertaking on stamp paper that the firm/ contractor is not involved in any kind of litigation, Department rift, abandoned or un-necessary delay in completion if any work in the Government as well as in private organization.
- viii. The bids shall be evaluated on single envelope method of SPPRA rules 2010.
- ix. All the Contractors / firms shall be Registered with Sindh Revenue Board (SRB) in term of Rule 46-I(ii) of SPPRA rule (Amended 2014).
- x. The approved bids will be subjected to stamp duty levied by the Government..
- xi. In case of Public Holiday the Bids shall be submitted and open as per given schedule on next working day.
- xii. The bidders should submit prescribed amount of earnest money as shown against each work in shape of Call Deposit prepared from the scheduled bank in favour of the undersigned.
- xiii. Affidavit to the effect that the firm/ contractor have not been black listed previously by any executing agency
- xiv. Affidavit to the effect that all documents / particulars / information furnished is true and correct.

NO. 1803
DATE: 06/05/16

- Xv. In case of firm, list of partners / Partnership Deed, giving full particulars of directors/ proprietors of others connected along with power of attorney.
In case of being sole proprietors, such undertaking on affidavit be furnished.
- Xvi. Conditional or incomplete tenders will not be entertained.
- Xvii. The undersigned and other competent authority reserve the right to reject any one or all the Bids as per provision of SPPRA Rule,2010.


D.A/AS/ABOVE.
List of Works,

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
KHAIRPUR

Copy forwarded with compliments:-

1. The Secretary information Technology Department Government of Sindh Secretariat No.6 11nd Floor Karachi for information with copy of N.IT. and C.D. placing them on web site.
2. The Director of information (Adv.) -96 Block Sindh Secretariat , Govt of Sind Karachi along with Seven (7) Copies for inserting in there daily news Papers.
3. The Director (CB) Govt. of Sind. Sindh Public Procurements Regulatory Authorities, Services, General Administrative & Coordination Department Block No.8, Sind Secretariat No.4-A, Court Road Karachi along with one copy of NIT & CD placing them on Web site.
4. The Deputy Commissioner, District Khairpur.
5. The Superintending Engineer Work & Services Department Khairpur. for favour of king information & necessary action.
6. The Assistant Engineer Highways Sub-Division (all) for information.
7. Copy to Drawing Branch (Local) for information
8. Copy to **Notice Board.**

D.A/AS/ABOVE.
List of Works


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
KHAIRPUR

LIST OF WORK

S.#	Name of Scheme	Estimated Cost (In Million)	Earnest Money	Tender Fee	Time Allowed for completion of work
1.	Construction of Road From Daro to S. Yar Kharal.	13.238 (M)	5 % 661900/-	3000	18 Month
2.	Construction of 20' Span Bridge I/C 2 Furlongs Road at Village Hussain Bux Shaikh	4.981 (M)	5 % 249050/-	3000	18 Month
3.	Construction of Road From Hazar (Bago Daro) Road to Village Ali Nawaz Panhyar 0/5-1/5	15.600 (M)	5 % 780000/-	3000	18 Month
4.	Construction of Road from Shadi Shaheed Road To Muhammad Hayat Katohar Mile 0/0-0/2(0.40 KM)	4.4954 (M)	5 % 224770/-	3000	18 Month
5	Construction of Dual Carriage way Road from Natioanl Highway to Dargah Sachal Sarmast Daraza Sharif Gambat (Under Revision) (Addition to Solar Light and Drain included	20.00 (M)	5% 1000000/-	3000	18 Month
6.	M/R of Road From Chodahu Kumb Will Link to Sim Nala Village Hayat Ujjan Road 1.609 KM (in Portion)	2.00 (M)	5% 100000	3000	06 Month
7.	M/R of Road From Old Natioan Highway Mir Asghar Talpur Road 0.0-4.02 KM (in Portion)	1.50 (M)	5% 75000	3000	06 Month
8.	M/R of Road From Old National Highway Rind Hanjana to Bakhar Kanasira Connect Kotdiji Tando Masti Khan Road 0.0-3.41 KM	1.00 (M)	5% 50000	1000	06 Month
9	M/R of Road from Babar Soomer Malhahto Bagho Daro via Nazar Muhammad Panhyar Road 0.0-1.20 KM (In Portion)	1.00 (M)	5% 50000	1000	06 Month
10	M/R of Culverts & Bridge in Various Places of Taluka Kotdiji	0.50 (M)	5% 25000	1000	06 Month
11	M/R Road From Kumb Kotlalu Road To Dargah Haji Hussain Shah Road 1.60 KM (In Portion)	1.800 (M)	5% 90000	1000	06 Month
12	M/R Construction of road from Kumb Kot Lalu road to link road Village Ghulam Rasool Chang (2.0 K.m)	1.00 (M)	5% 50000	1000	06 Month
13	M/R Construction of road from Village Baloch Khan Chang to Village Lakha road (2. K.m)	1.200 (M)	5% 60000	3000	06 Month

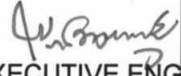
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14	M/R Construction of Kumb Kot lalu road to Village Shah Muhammad Sangi via Muhammad shah Staff	2.00 (M)	5% 100000	3000	06 Month
15	M/R Road from Khuhra Kamal Dero Larkana Road to Dargah Noor-pur Sharief	1.00 (M)	5% 50000	1000	06 Month
16	M/R of Road From Khuhra Gambat Road to Gambat Bye Pass Road Mile 0/0-0/4.	1.00 (M)	5% 50000	1000	06 Month
17	M/R of Road from Gambat Ranipur Road to Haji Muhammad Arab Phull Road Mile 0/0-1/0 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
18	M/R or Road From Khuhra Ripri Road to Village Muhammad Bux Kalhoro Mile 0/0-1/0 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
19	M/R of Road From Gambat Thatti Sobhodero Road Mile 1/0-2/0 (in Portion)	1.00 (M)	5% 50000	1000	06 Month
20	M/R of Road From Khuhra Ripri Road to Baharo Via Ali Muhammad Sarohi Road Mile 0/0-1/4 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
21	M/R of Road From Ranipur Sobhodero to Sallari Machi Road Mile 0/6-2/4 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
22	M/R of Road from Hingorja Nalulakhi Pull Road To Sayed Bachal Shah Road Mile 0/0-1/0 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
23	M/R of Road From Gambat Thatti Sobhodero Road To Khalifa and Lakha Road Mile 0/0-1/2 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
24	M/R of Road From Sobhodero Sagyon to Village Qazi Roshan Road Mile 0/0-1/4 (In Portion)	1.00 (M)	5% 50000	1000	06 Month
25	M/R of Road from Sui Gas To Khariri Road 1.609 KM (In Portion)	2.00 (M)	5% 100000	3000	06 Month
26	M/R of Road From Kumb Kotlalu road to village Gahi Khan Chakrani Road 0.0.2.0 (In Portion)	2.00 (M)	5% 100000	3000	06 Month
27	M/R of Road From Akkan Behan to Mallah via serai jaro khan road	1.00 (M)	5% 50000	1000	06 Month
28	M/R of Road From Kanhar Chowk to Pir-jo-Goth 0/0-0/4(In Portion)	1.00 (M)	5% 50000	1000	06 Month
29	M/R of Road From Lalan Wah to Dur Muhammad Maitlo 0/0-4/0	1.00 (M)	5% 50000	1000	06 Month

ContP-3

30	M/R of Road From Piryalo kot Mir Muhammad Road To Rajib ulro 0/0-1/0	1.00 (M)	5% 50000	1000	06 Month
31	M/R of Construction of From Kanhar Morr to Noorpur (in Portion)	2.00 (M)	5% 100000	3000	06 Month
32	M/R of Road From Nara Gate to Wassanbad Road 1.00 KM (in Portion)	1.00 (M)	5% 50000	1000	06 Month
33	RD 463 Village Khalid Khan Rajpur.	1.00 (M)	5% 50000	1000	06 Month
34	M/R of Road From Phaaryaro Peerano Pattan Road via Dargah Kabir Shah Road 0.0-3.20 KM (In Portion)	1.00 (M)	5% 50000	1000	06 Month


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
KHAIRPUR



**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi dated the 4th October, 2013.

NOTIFICATION

No. E&A(W&S)3-9/91/2013: With the approval of competent authority, a Procurement Committee with the following composition, in terms of Rule-7 of Sindh Public Procurement Rules-2010, is hereby constituted for procurement of "Goods & Works" in the office of Executive Engineer, Highways Division, Khairpur, excluding procurement involving foreign exchange with the following composition:-

- | | | |
|------|---|----------|
| i) | Executive Engineer,
Highways Division,
Khairpur. | Chairman |
| ii) | Assistant Engineer,
Public Health Engineering Sub-Division,
Khairpur. | Member |
| iii) | Assistant Engineer,
Highways Sub-Division,
Thari Mirwah. | Member |

2. The Functions & Responsibilities of the Committee, in term of Rule-7 & 8 of SPPRA-2010, shall be as under:

- Preparing of bidding documents.
- Carrying out Technical as well as Financial Evaluation of the bids.
- Preparing Evaluation report as provided in Rule-45;
- Making recommendation for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

**QAZI SHAHID PERVEZ
SECRETARY TO GOVT. OF SINDH**

Karachi dated the 4th October, 2013.

No. E&A(W&S)3-9/91-2013

A copy is forwarded for information to:-

- The Accountant General, Sindh, Karachi.
- The Secretary to Govt. of Sindh, Public Health Engg. Department, Karachi.
- The Managing Director, SPPRA, Karachi.
- The Chief Engineer (Buildings), Highways, Hyderabad/ Sukkur,
- The Superintending Engineer, Works & Services, District Khairpur.
- The Chairman / Members of the Committee.
- PS to Minister Works & Services Department.
- PS to Secretary Works & Services Department.
- PA to Additional Secretary (Tech), Works & Services Department.
- The Deputy Secretary (Tech) Works & Services Department.
- The Deputy Secretary (Admn), W&SD.
- The Deputy Secretary Staff to Chief Secretary Sindh,
- The Deputy Director, PM&E Cell, W&SD.
- District Account Officer, Khairpur.
- Notification file.

**(MUHAMMAD ZAKIR)
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH**



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi dated 29th February, 2016.

NOTIFICATION

No.E&A(W&S)3-9/2013(Khp): With the approval of Competent Authority, a Complaint Redressal Committees with the following composition, in terms of Rule-31 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby constituted in the Office of Executive Engineer, Highways Division, Khairpur for the purpose of redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders:-

- | | |
|--|----------|
| 1. Superintending Engineer, W&S, Khairpur. | Chairman |
| 2. Executive Engineer, Buildings Division, Khairpur. | Member |
| 3. District Accounts Officer, Khairpur. | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-31 (4) and (5) of Sindh Public Procurement Rules-2010 (Amended 2013) reproduced as below:-

31(4): The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied, -

(a) prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulation.

(b) annul in whole or in part, any unauthorized act or decision of the procurement committee; and

(bb) recommend to the Head of Department that the case be declared a mis-procurement, if material violation of act, Rules, Regulations, Orders, instructions or any other law relating to public procurement, has been established; and;

(c) reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that, the complaint redressal committee shall not make any decision to award the contract.

31(5): [The complaint redressal committee shall announce its decision within seven days and intimate the same to the bidder and the Authority within three working days. If the committee fails to arrive at the decision within seven days, the complaint shall stand transferred to the Review Committee, which shall dispose of the complaint in accordance with the procedure laid down in Rule-32.]

SEC AIJAZ AHMED MEMON
SECRETARY TO GOVT. OF SINDH

No.E&A(W&S)3-9/2013(Khp)

Karachi, dated the 29th February, 2016.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways), Sukkur.
4. The Chairman / Members of the Committee.
5. The Deputy Director (Monitoring), PM&E Cell, W&SD
6. P.S to Secretary, W&S Department.
7. Notification file.

SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH

**Instructions to Bidders/ Procuring Agencies.
General Rules and Directions for the Guidance of Contractors.**

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works

specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

NOTICE INVITING TNDERS

Date: _____

Federal/Provincial/Local Government Funds/ Loans / Grant No: _____

Bid Reference No: TC/G-55/EE/

1. **The Executive Engineer Highways Division Khairpur** (the

(Name of Procuring Agency)

“Procuring Agency”) has received/ applied for loan/grant/funds from the _____
towards the cost of _____

(Name of Funding Agency/GOP/Provincial Government/Any Other) (Name of Project/Scheme)

and it is intended that part of the proceeds of the loan/grant/funds will be applied to eligible payments under the contract for the _____.

(Brief description of the Works)

Bidding is open to all interested bidders.

2. Procuring agency invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council (PEC) in the category **CE01 Road Work** or above for the works and in discipline _____ and registered with relevant tax authorities. A foreign bidder is entitled to bid only in a joint venture with a Pakistani Firm in accordance with the relevant provisions of PEC bye-laws.

3. Bidders may obtain information by acquiring the bidding documents (BD) from the Office of the procuring agency, up to (Insert the date and time) at _____

(Mailing Address)

4. A complete set of BD may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. **1000 & 3000/- as per detail Each Work** _____.

(Insert Amount)

5. All bids must be accompanied by a bid security in the amount of Rs. **5% Each Work** (Rupees _____) or an equivalent amount in a freely convertible currency, and must be delivered to _____

(Indicate Address and Exact Location)

at or before **1:PM** hours, on **23-05-2016** (Date). Bids will be opened at **2:PM** hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address. (Indicate address and exact location if it differs).

6. Procuring agency reserves right to annul the bidding process and reject all bids or proposals, as per SPP Rules 2010.

[Note: the bids shall be opened not later than one hour after the deadline for submission of bids

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

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

Clause – 7: Payments.

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

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

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

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the

same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

25	M/R of Road from Sui Gas To Khariri Road 1.609 KM (In Portion)																	100% Release
26	M/R of Road From Kumb Kotlatlu road to village Gahi Khan Chakrani Road 0.0.2.0 (In Portion)																	100% Release
27	M/R of Road From Akkan Bahan to Mallah via serai Jaro khan road																	100% Release
28	M/R of Road From Kanhar Chowk to Pir-jo-Goth 0/0-0/4(In Portion)																	100% Release
29	M/R of Road From Lalan Wah to Dur Muhammad Maito 0/0-4/0																	100% Release
30	M/R of Road From Piryalo kot Mir Muhammad Road To Rajib ulro 0/0-1/0																	100% Release
31	M/R of Construction of From Kanhar Morr to Noorpur (In Portion)																	100% Release
32	M/R of Road From Nara Gate to Wassanbad Road 1.00 KM (In Portion)																	100% Release
33	RD 463 Village Khalid Khan Rajpur.																	100% Release
34	M/R of Road From Phaaryaro Peerano Pattan Road via Dargah Kabir Shah Road 0.0-3.20 KM (In Portion)																	100% Release

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
KHAIRPUR