TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ WEST SIDE OF MAIN NAUKOT ROAD INCLUDING JAGDISH COLONY MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/Construction of Open Surface Drain & C.C Block @ west side of main Naukot Road including Jagdish colony Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S_____

	& Charged Rs	Tender Fee		
	Vide D.R.No	Dated:		
	MUNICIPAL COM	MITTEE MITHI		
Cons	_	work issued for the work: Repair/ & C.C Block @ west side of main Mithi.		
I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.				
	MEMORA	NDUM		
a.b.c.d.e.f.	General Description: Estimated Cost: Earnest Money @ 2% Security Deposit i/c Earnest Money @ 10%: Percentage, if any to be deducted from the bills: Time allowed for completion of the work is: CONTRACTOR U	As Above Rs. 10,00,000/= Rs. 20,000/= Rs. 1,00,000/= Rs. 8% 6-Months		
I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me. Schedule "A"				

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ WEST SIDE OF MAIN NAUKOT ROAD INCLUDING JAGDISH COLONY MITHI

1.	Dismantling of brick 38.0 Cft	work in cement mort @ Rs. 1285/63	ar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=
2.	belling, dressing, refilling		other structures including Dag excavated earth watering and Id). (G.S.I.No.18 (a) P-4). P%o Cft	Rs. 1,290/=
3.	complete including s		cting, finishing and curing of stone aggregate without	
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=
	788.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,13,702/=
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2		th in cement sand mortar	
	1693.0 Cft	@ Rs. 11948/36	P% Cft	Rs.2,02,286/=
5.	Constructing of standard open drain connote block of cement concrete (1:2:4) in situ to the design profile including cost of mould as per drawing including applying floating cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing. (P.H.S.I.No. (D) P-44).			
	Type-A 200.0 Rft	@ Rs. 94/=	P.Rft	Rs. 18,800/=
6.	Cement plaster (1: P-51).	4) up to 12' height 1/	72" thick. (G.S.I.No.11 (b)	
	3625.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 82,792/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16).			
	249.0 Cft	@ Rs. 337/=	P.Cft	Rs. 83,913/=
8.	bending, Laying in posit		ent concrete including cutting, enings including cost of binding i) P-16).	
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/= Rs. 6,84,351/=
			Total	Ks. 0,84,351/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK AT LOHANA AND SONARA MOHALLAH MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
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- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
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- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drain & C.C Block at Lohana and Sonara Mohallah Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	·

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

·	Issued to M/S	•
	·	Tender Fee
	_	Dated:
	MUNICIPAL COM	MITTEE MITHI
_	pen Surface Drain	work issued for the work: Repair/& C.C Block at Lohana and Sonara
(here in before) and in the under write memorandum @ Rs rate entered in the carried out and in drawing and instruction of the annex condition work are provided by	herein-after referred ten memorandum b perce Schedule "B" memo accordance in all retion in written referretion of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a. General Descr	-	As Above
b. Estimated Cos		Rs. 10,00,000/=
d. Security Deposition Money @ 10%:	sit i/c Earnest	Rs. 20,000/= Rs. 1,00,000/=
2	any to be deducted	Rs. 8%
	or completion of the	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
the terms and cond complete the agreen take action against,	itions as per printed nent. In case of failur as per clause of ag as been read by me ar NIL	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

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2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).				
	474.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,290/=	
3.	Cement concrete plain i/c placing, compacting, finishing and curing complete including screening and washing of stone aggregate without shuttering. Ratio (1:4:8) (G.S.I.No.5 (i) P-15). (1:4:8)				
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=	
	788.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,13,702/=	
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8.		,	cement concrete including	, ,	
0.	cutting, bending, Layin cost of binding wire (g in position making joir	ts and fastenings including t from bars (G.S.I.No.7 (ii)		
	P-16). 10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=	
			Total	Rs. 6,84,351/=	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

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 - (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 Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK AT EAST BAJEER MOHALLAH MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.	
(b)	Brief Description of Work	:	Repair/Construction of Open Surface Drain & C.C Block @ East Bajeer Mohallah Mithi Town.	
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.	
(d)	Estimate Cost	:	10,00,000/=	
(e)	Amount of Bid Security	:	20,000/=	
(f)	Period of Bid Validity	:	42-Days	
(g)	Security Deposit (including Bid Security)	:	1,00,000/=	
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chie Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.	
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M	
(j)	Time for completion from written order commence	:	6-Months	
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.	
(1)	Bid issued to Firm	:		
(m)	Deposit Receipt No: & Date	:		

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

Of

	Issued to M/S	•
	·	Tender Fee
		Dated:
	MUNICIPAL COM	MITTEE MITHI
Con	_	work issued for the work: Repair/ 6 C.C Block at East Bajeer Mohallah
in to memorate carridraw of the work	e in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memorandum and in accordance in all reving and instruction in written referred the annex condition of the contract and t	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of trandum showing items of work to be espects with the specification designs, and to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
C.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	RS. 1,00,000/ –
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
take Docu Sche Sche	terms and conditions as per printed plete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ EAST BAJEER MOHALLAH MITHI TOWN

1.	Dismantling of brick 38.0 Cft	work in cement more @ Rs. 1285/63	tar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=
2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).			
	474.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,290/=
3.	Cement concrete pla complete including s shuttering. Ratio (1:4: (1:4:8)			
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=
	788.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,13,702/=
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2	_	th in cement sand mortar	
	1693.0 Cft	@ Rs. 11948/36	P% Cft	Rs.2,02,286/=
5.	Constructing of standard open drain connote block of cement concrete (1:2:4) in situ to the design profile including cost of mould as per drawing including applying floating cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing. (P.H.S.I.No. (D) P-44). Type-A 200.0 Rft @ Rs. 94/= P.Rft Rs. 18,800/=			
6.	Cement plaster (1:4 P-51).	4) up to 12' height 1	/2" thick. (G.S.I.No.11 (b)	,
	3625.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 82,792/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16). 249.0 Cft @ Rs. 337/= P.Cft Rs. 83,913/=			
8.	cutting, bending, Layi	ng in position making jo	cement concrete including ints and fastenings including ast from bars (G.S.I.No.7 (ii)	·
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=
			Total	Rs. 6,84,351/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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.

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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 Chief Municipal Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

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- (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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK AT WEST BAJEER, KUNBHAR, PINJARA, KHATRI AND MEGHWAR MOHALLAH MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drain & C.C Block at West Bajeer, Kunbhar, Pinjara, Khatri and Meghwar Mohallah Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

ck at West Bajeer, Kunbhar, wn. for the Government of Sindh ernment of the work specified he time specified in each /below/estimate schedule of showing items of work to be
Dated:Dated:
ued for the work: Repair/ek at West Bajeer, Kunbhar, wn. for the Government of Sindh ernment of the work specified he time specified in each /below/estimate schedule of showing items of work to be
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r taking into consideration all Bidding Document so as to partment will be as liberty to printed in Standard Bidding ed by me.

f.

Of

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ WEST BAJEER, KUNBHAR, PINJARA, KHATRI & MEGHWAR MOHALLAH MITHI TOWN.

				Total	Rs. 6,84,351/=
8.	cutting, bending, Layir	steel reinforcement for ng in position making joi (also i/c removal of rus @ Rs. 5001/70	nts and fastening	s including	Rs. 50,017/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16). 249.0 Cft Rs. 83,913/=				Rs. 83,913/=
6.	Cement plaster (1:4 P-51). 3625.00 Sft	4) up to 12' height 1/ @ Rs. 2283/93	2" thick. (G.S.I.	.No.11 (b)	Rs. 82,792/=
5.	(1:2:4) in situ to the d including applying floa	lard open drain connot esign profile including c ating cost of cement 1/3 g etc complete as per d @ Rs. 94/=	ost of mould as p 2" thick to the ex	er drawing posed face	Rs. 18,800/=
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2 1693.0 Cft	foundation and plint (0). (a) Rs. 11948/36		nd mortar	Rs.2,02,286/=
	1161.0 Cft (1:2:4) 788.0 Cft	@ Rs. 11288/75@ Rs. 14429/25	P% Cft P% Cft		Rs.1,31,062/= Rs.1,13,702/=
3.	complete including so shuttering. Ratio (1:4:8)		of stone aggrega		
2.	including Dag belling,	ation of building brid dressing, refilling aroun nming lead up to 5 ft. (ir @ Rs. 2722/50	nd structure with	excavated	Rs. 1,290/=
1.	Dismantling of brick 38.0 Cft	work in cement morta @ Rs. 1285/63	ar (G.S.I.No.13 I P% Cft	P-10).	Rs. 489/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK AT DARZI AND NAI MOHALLAH MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drain & C.C Block at Darzi and Nai Mohallah Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

Of

	Issued to M/S	
	·	Tender Fee
		Dated:
	MUNICIPAL COM	MITTEE MITHI
Cons	_	work issued for the work: Repair/C.C Block at Darzi and Nai Mohallah
in the mem rate carridaraw of the work	e in before) and herein-after referred he under written memorandum orandum @ Rs perce entered in the Schedule "B" memored out and in accordance in all refing and instruction in written referred e annex condition of the contract as	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c. d.	Earnest Money @ 2% Security Deposit i/c Earnest	Rs. 20,000/=
u.	Money @ 10%:	KS. 1,00,000/ –
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
comp take Docu Sche Sche	erms and conditions as per printed plete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ DARZI & NAI MOHALLAH MITHI TOWN

1.	Dismantling of brick 38.0 Cft	work in cement more @ Rs. 1285/63	tar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=
2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).			
	474.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,290/=
3.	Cement concrete pla complete including se shuttering. Ratio (1:4:8)			
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=
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4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2	_	th in cement sand mortar	
	1693.0 Cft	•	P% Cft	Rs.2,02,286/=
5.	Constructing of standard open drain connote block of cement concrete (1:2:4) in situ to the design profile including cost of mould as per drawing including applying floating cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing. (P.H.S.I.No. (D) P-44).			
6.	Type-A 200.0 Rft Cement plaster (1:4	,	P.Rft /2" thick. (G.S.I.No.11 (b)	Rs. 18,800/=
	P-51). 3625.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 82,792/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16). 249.0 Cft @ Rs. 337/= P.Cft			Rs. 83,913/=
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	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=
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CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

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 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
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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.

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

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.

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- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK AT MEGHWAR MOHALLAH WEST SIDE OF WATER SUPPLY SCHEME NO.3 MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drain & C.C Block at Meghwar Mohallah West side of Water Supply Scheme No.3 Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

	ISTANDARD BIDDING DOCUMEN	11 DDDOW RS. 2.000 MIDDION)
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
Con		work issued for the work: Repair/C.C Block at Meghwar Mohallah West ni Town.
in mer rate carr dray of t	re in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referred he annex condition of the contract as	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, and to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
C.	Earnest Money @ 2% Security Deposit i/c Earnest	Rs. 20,000/=
d.	Money @ 10%:	RS. 1,00,000/ –
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
com take Doc	terms and conditions as per printed uplete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
	.NO: Dated:	

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ MEGHWAR MOHALLAH WEST SIDE OF W/S SCHEME NO: 3 MITHI TOWN

1.	Dismantling of brick 38.0 Cft	work in cement more @ Rs. 1285/63	tar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=
2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).			
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3.	Cement concrete pla complete including s shuttering. Ratio (1:4:4 (1:4:8)			
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exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale thereof.

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- (A) Mobilization advance is not allowed.
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 - (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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK AT MAHESHWARI AND MAHARAJ MOHALLAH NEAR MURLIDHAR TEMPLE MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drain & C.C Block at Maheshwari and Maharaj Mohallah near Murlidhar Temple Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

C.D.NO:

Of

	Issued to M/S	
		Tender Fee
		Dated:
	vide B.R.No	Bateu
	MUNICIPAL COM	IMITTEE MITHI
Cor	_	work issued for the work: Repair/ & C.C Block at Maheshwari and ple Mithi Town.
in mer rate carr dray of t	re in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referred he annex condition of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	JNDERTAKING
com take Doc	terms and conditions as per printed aplete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
	NO: Dated:	

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ MAHESHWARI AND MAHARAJ MOHALLAH NEAR MURLIDHAR TEMPLE MITHI TOWN.

1.	Dismantling of brick 38.0 Cft	work in cement morta @ Rs. 1285/63	ar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=	
2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).				
	474.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,290/=	
3.		creening and washing	eting, finishing and curing of stone aggregate without		
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=	
	788.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,13,702/=	
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2		h in cement sand mortar		
	1693.0 Cft	•	P% Cft	Rs.2,02,286/=	
5.	(1:2:4) in situ to the dincluding applying floa	esign profile including cating cost of cement 1/3	e block of cement concrete ost of mould as per drawing 2" thick to the exposed face etailed drawing. (P.H.S.I.No.		
	Type-A 200.0 Rft	@ Rs. 94/=	P.Rft	Rs. 18,800/=	
6.	Cement plaster (1:4 P-51).	4) up to 12' height 1/	2" thick. (G.S.I.No.11 (b)		
	3625.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 82,792/=	
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16).				
	249.0 Cft	@ Rs. 337/=	P.Cft	Rs. 83,913/=	
8.	cutting, bending, Layin	ng in position making joi	cement concrete including nts and fastenings including st from bars (G.S.I.No.7 (ii)		
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=	
			Total	Rs. 6,84,351/=	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o 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.
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CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

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- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

Name of Procuring Agency	:	Municipal Committee Mithi.
Brief Description of Work	:	Repair/ Construction of Open Surface Drain & C.C Block at Bachal Shah Colony Mithi.
Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
Estimate Cost	:	10,00,000/=
Amount of Bid Security	:	20,000/=
Period of Bid Validity	:	42-Days
Security Deposit (including Bid Security)	:	1,00,000/=
Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
Time for completion from written order commence	:	6-Months
Liquidity damage	:	0.5% of Bid Cost per day of delay.
Bid issued to Firm	:	
Deposit Receipt No: & Date	:	
	Brief Description of Work Procuring Agency Address: Estimate Cost Amount of Bid Security Period of Bid Validity Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage Bid issued to Firm	Brief Description of Work : Procuring Agency Address: : Estimate Cost : Amount of Bid Security : Period of Bid Validity : Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening : Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage : Bid issued to Firm :

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

C.D.NO:

Of

	IDIAMPAKA BIADING BOCCIMEN	1 DDDOW RO. 2.000 MIDDION
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
	struction of Open Surface Drain 8	work issued for the work: Repair/ & C.C Block at Bachal Shah Colony
in men rate carr dray of the	e in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referred the annex condition of the contract as	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of trandum showing items of work to be espects with the specification designs, and to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c. d.	Earnest Money @ 2% Security Deposit i/c Earnest	Rs. 20,000/= Rs. 1,00,000/=
	Money @ 10%:	,,
e.	Percentage, if any to be deducted	Rs. 8%
f.	from the bills: Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
com take	terms and conditions as per printed plete the agreement. In case of failur	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
	edule "A"NIL edule "B" attached herewith.	

Dated:

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ BACHAL SHAH COLONY MITHI.

1.	Dismantling of brick 38.0 Cft	work in cement morta @ Rs. 1285/63	ar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=	
2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).				
	474.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,290/=	
3.		creening and washing	eting, finishing and curing of stone aggregate without		
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=	
	788.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,13,702/=	
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2		h in cement sand mortar		
	1693.0 Cft	•	P% Cft	Rs.2,02,286/=	
5.	(1:2:4) in situ to the dincluding applying floa	esign profile including cating cost of cement 1/3	e block of cement concrete ost of mould as per drawing '2" thick to the exposed face etailed drawing. (P.H.S.I.No.		
	Type-A 200.0 Rft	@ Rs. 94/=	P.Rft	Rs. 18,800/=	
6.	Cement plaster (1:4 P-51).	4) up to 12' height 1/	'2" thick. (G.S.I.No.11 (b)		
	3625.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 82,792/=	
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16).				
	249.0 Cft	@ Rs. 337/=	P.Cft	Rs. 83,913/=	
8.	cutting, bending, Layin	ng in position making joi	cement concrete including nts and fastenings including st from bars (G.S.I.No.7 (ii)		
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	<u>Rs. 50,017/=</u>	
			Total	Rs. 6,84,351/=	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAINS & C.C BLOCK @ SIRAN COLONY MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

Name of Procuring Agency	:	Municipal Committee Mithi.
Brief Description of Work	:	Repair/Construction of Open Surface Drains & C.C Block @ Siran Colony Mithi.
Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
Estimate Cost	:	10,00,000/=
Amount of Bid Security	:	20,000/=
Period of Bid Validity	:	42-Days
Security Deposit (including Bid Security)	:	1,00,000/=
Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
Time for completion from written order commence	:	6-Months
Liquidity damage	:	0.5% of Bid Cost per day of delay.
Bid issued to Firm	:	
Deposit Receipt No: & Date	:	
	Brief Description of Work Procuring Agency Address: Estimate Cost Amount of Bid Security Period of Bid Validity Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage Bid issued to Firm	Brief Description of Work : Procuring Agency Address: : Estimate Cost : Amount of Bid Security : Period of Bid Validity : Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening : Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage : Bid issued to Firm :

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
	centage rate Tender and Contract astruction of Open Surface Drains &	work issued for the work: Repair/C.C Block @ Siran Colony Mithi.
in mer rate carr dray of the	the under written memorandum norandum @ Rs percent entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referred he annex condition of the contract as	to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of randum showing items of work to be spects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for
	MEMORA	
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	NDERTAKING
	•	rates after taking into consideration all
the	terms and conditions as per printed	Standard Bidding Document so as to

I/We have the terms and condita complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
\circ t	

Of

f.

SCHEDULE "B" REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @

SIRAN COLONY MITHI.

1.	Dismantling of brick 38.0 Cft	work in cement mort @ Rs. 1285/63	ar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=
2.	including Dag belling,	dressing, refilling arou	dges and other structures and structure with excavated a sand, ashes or loose sand).	
	474.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,290/=
3.		creening and washing	cting, finishing and curing of stone aggregate without	
	1161.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,31,062/=
	788.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,13,702/=
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2	-	ch in cement sand mortar	
	1693.0 Cft	@ Rs. 11948/36	P% Cft	Rs.2,02,286/=
5.	(1:2:4) in situ to the dincluding applying float	lesign profile including cating cost of cement 1/3	te block of cement concrete cost of mould as per drawing 32" thick to the exposed face letailed drawing. (P.H.S.I.No.	
	Type-A 200.0 Rft	@ Rs. 94/=	P.Rft	Rs. 18,800/=
6.	Cement plaster (1:4 P-51).	4) up to 12' height 1,	/2" thick. (G.S.I.No.11 (b)	
	3625.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 82,792/=
7.	the cost of steel rein which will be paid se moulds lifting shutte surface (including scruslab, beams columns situ or pre-cast laid in lbs cement 2 Cft sand	forcement and its labor parately. This rate also ering curing rendering eening and washing of s rafts. Lintels and other a position completed in 4 Cft shingle 1/8" to 1/4	I labour and material except ur for bending and binding includes all kinds of forms and finishing the exposed hingle). (a) R.C. work in roof structural members laid in all respects. Ratio (1:2:4) 90 4" gauge. (G.S.I.No. 6 P-16).	D 00 010 /
	249.0 Cft	@ Rs. 337/=	P.Cft	Rs. 83,913/=
8.	cutting, bending, Layin	ng in position making joi	cement concrete including ints and fastenings including st from bars (G.S.I.No.7 (ii)	
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

Total

Rs. 6,84,351/=

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAINS IN SUTHAR PARO NEAR HOLI GROUND MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drains in Suthar Paro near Holi Ground Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

Of

		•
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
	struction of Open Surface Drains in	work issued for the work: Repair/ n Suthar Paro near Holi Ground Mithi
in mem rate carridray of the work	e in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all reving and instruction in written referrence annex condition of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
com take Doct Sche Sche	terms and conditions as per printed plete the agreement. In case of failure action against/as per clause of agument, which has been read by me aredule "A"	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
C.D.	NO: Dated:	

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OPEN SURFACE DRAINS IN SUTHAR PARO NEAR HOLI GROUND MITHI TOWN

			Total	Rs. 6,84,351/=
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=
8.	cutting, bending, Layir	ng in position making joir	cement concrete including nts and fastenings including of from bars (G.S.I.No.7 (ii)	
7.	the cost of steel reining which will be paid segmoulds lifting shutter surface (including screenslab, beams columns situ or pre-cast laid in	forcement and its labour parately. This rate also ring curing rendering arening and washing of shrafts. Lintels and other a position completed in a	labour and material except ir for bending and binding includes all kinds of forms and finishing the exposed ningle). (a) R.C. work in roof structural members laid in all respects. Ratio (1:2:4) 90 " gauge. (G.S.I.No. 6 P-16). P.Cft	Rs. 83,913/=
6.	Cement plaster (1:4 P-51). 3625.00 Sft	(a) Rs. 2283/93	2" thick. (G.S.I.No.11 (b) P% Sft	Rs. 82,792/=
5.	(1:2:4) in situ to the dincluding applying floa	esign profile including co ating cost of cement 1/39 g etc complete as per de	e block of cement concrete ost of mould as per drawing 2" thick to the exposed face etailed drawing. (P.H.S.I.No.	Rs. 18,800/=
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2 1693.0 Cft		h in cement sand mortar P% Cft	Rs.2,02,286/=
	1161.0 Cft (1:2:4) 788.0 Cft	@ Rs. 11288/75@ Rs. 14429/25	P% Cft P% Cft	Rs.1,31,062/= Rs.1,13,702/=
3.	complete including so shuttering. Ratio (1:4:8)	creening and washing of B) (G.S.I.No.5 (i) P-15).	ting, finishing and curing of stone aggregate without	
			nd structure with excavated sand, ashes or loose sand). P‰ Cft	Rs. 1,290/=
2.		ation of building brid	ges and other structures	,
1.	Dismantling of brick 38.0 Cft	work in cement morta @ Rs. 1285/63	ar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

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- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF OPEN SURFACE DRAINS @ SOOMRA COLONY MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Open Surface Drains @ Soomra Colony Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	-
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

MUNICIPAL COMMITTEE MITHI		
Vide D.R.No	Dated:	
& Charged Rs	Tender Fee	
Issued to M/S		_

Percentage rate Tender and Contract work issued for the work: **Repair/Construction of Open Surface Drains** @ Soomra Colony Mithi.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

		<u> </u>
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
	Money @ 10%:	·
e.	Percentage, if any to be deducted	Rs. 8%

from the bills:

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
0.0	

Of

SCHEDULE "B" REPAIR/CONSTRUCTION OF OPEN SURFACE DRAINS @ SOOMRA COLONY MITHI

			Total	Rs. 6,84,351/=
	10.00 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 50,017/=
8.	cutting, bending, Layi	ng in position making joi	cement concrete including nts and fastenings including st from bars (G.S.I.No.7 (ii)	
7.	the cost of steel rein which will be paid se moulds lifting shutte surface (including scre- slab, beams columns situ or pre-cast laid in	forcement and its labor parately. This rate also bring curing rendering eening and washing of s rafts. Lintels and other in position completed in	I labour and material except ur for bending and binding includes all kinds of forms and finishing the exposed hingle). (a) R.C. work in roof structural members laid in all respects. Ratio (1:2:4) 90 4" gauge. (G.S.I.No. 6 P-16). P.Cft	Rs. 83,913/=
6.	Cement plaster (1:4 P-51). 3625.00 Sft	4) up to 12' height 1/ @ Rs. 2283/93	72" thick. (G.S.I.No.11 (b)	Rs. 82,792/=
5.	(1:2:4) in situ to the dincluding applying float	lesign profile including cost of cement 1/3 ag etc complete as per d	e block of cement concrete ost of mould as per drawing 12" thick to the exposed face etailed drawing. (P.H.S.I.No. P.Rft	Rs. 18,800/=
4.	Pucca brick work in (1:6).(G.S.I.No.4, P-2		h in cement sand mortar P% Cft	Rs.2,02,286/=
	1161.0 Cft (1:2:4) 788.0 Cft	@ Rs. 11288/75@ Rs. 14429/25	P% Cft P% Cft	Rs.1,31,062/= Rs.1,13,702/=
3.	complete including s		cting, finishing and curing of stone aggregate without	
2.	including Dag belling,	dressing, refilling arou	lges and other structures and structure with excavated a sand, ashes or loose sand). P‰ Cft	Rs. 1,290/=
1.	Dismantling of brick 38.0 Cft	work in cement mort @ Rs. 1285/63	ar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF C.C ROAD @ MAIN BAZAR MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of C.C Road @ main Bazar Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S		
& Charged Rs	Tender Fee	
Vide D.R.No	Dated:	
MUNICIPAL COMMITTEE MITHI		

Percentage rate Tender and Contract work issued for the work: **Construction of C.C Road** @ main Bazar Mithi.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
	Money @ 10%:	
e.	Percentage, if any to be deducted	Rs. 8%
	from the bills:	

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
Ot	

Oī

SCHEDULE "B"

CONSTRUCTION OF C.C. ROAD @ MAIN BAZAR MITHI TALUKA MITHI.

1.	Excavation in foundation of building bridges and other structures including dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 feet. (in ordinary soil) (G.S.I.No.18 (b) P-4). 1200.0 Cft @ Rs. 3176/25 P‰ Cft Rs.			
2.	Borrow pit excava ordinary soil. (G.S.I. 6694.0 Cft		ead upto100 ft (a)	Rs. 14,175/=
3.	complete (b) ordinar		to design section etc I.No. 11 (b) P-3). P‰ Cft	Rs. 1,255/=
4.	work (soft ordinary		part there of for earth). (G.S.I.No. 8 (a) P-2). P‰ Cft	Rs. 32,382/=
5.	Ratio 1:4:8 (G.S.I.No	o. 4 (B) P-14).	et 1 1/2" to 2" gauge P% Cft	Rs.1,99,060/=
6.	concrete works of pa	_	C.C. or plain cement G.S.I.No. 19 (b)-ii P-17). P% Sft	Rs. 17,545/=
7.	Cement concrete plain i/c placing, compacting, finishing and curing, complete including screening and washing of stone aggregate without shuttering.(Ratio 1:2:4) (G.S.I.No. 5 (f) P-15). 1964.0 Cft @ Rs. 14429/25 P% Cft Rs.2,83,390/=			
8.	Pucca brick work in foundation and plinth in cement sand mortar (1:6) (G.S.I.No. 4 (e) P-19). 675.0 Cft @ Rs. 11948/36 P% Cft Rs. 80,651/=			
9.	Cement plaster (1:4) up to 12' height 1/2" thick.(G.S.I.No. 11 (b) P-51).			
	` '	@ Rs. 2283/93	P% Sft Total	Rs. 20,555/= Rs. 6,52,825/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF BLACK TOP CARPET ROAD @ KASHMIR CHOWK MITHI & SURROUNDING.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of Black Top Carpet Road @ Kashmir Chowk Mithi & surrounding.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

	Issued to M/S_	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	IMITTEE MITHI
	centage rate Tender and Contract wor ck Top Carpet Road @ Kashmir Cho	rk issued for the work: Construction of owk Mithi & surrounding.
in mer rate carr dray of t	the under written memorandum morandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referrance the annex condition of the contract	to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the uch materials at the rate to be paid for to.
	MEMOR	ANDIIM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR I	JNDERTAKING
	terms and conditions as per printed	e rates after taking into consideration all I Standard Bidding Document so as to are the Department will be as liberty to

I/We have the terms and condita complete the agreeme take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
Of	

f.

SCHEDULE "B" CONSTRUCTION OF BLACK TOP CARPET ROAD @ KASHMIR CHOWK MITHI & SURROUNDING

S.NO	. ITEM OF WORK		QTY:	RATE	UNIT	AMOUNT
1.	EARTH WORK		<i>A</i>	IMID	OMII	AMOUNT
	Earth work for road embank mixing, clod breaking dressis context. Lead upto 100 ft and rock (1f earth work is done by modified AASHO specifications 3500.0 Cft	ng, compac lift up to 5 other than s.	ting with o	ptimum moisture rpes of soil except al agency). As per	R	s. 41,922/=
2.	SUB-BASE COURSE.					
	Preparing sub-base course by 1-1/2-2" gauge of approved of thickness (6" in 2 layers) to p packing, filling voids with 20 of approved quality and gau compacting to achieve 98-1 specifications (Rate includes a site of work). 3090.0 Cft	tuality from proper camb cft pit sand ge from ap 00% densi	approved quer and grad and non-pleproved sourty as per	uarry in required e, including hand astic quarry fines ce, watering and modified AASHO P and carriage to		.s.3,49,706/=
_			- /			, .,,
3.	Preparing base course by suppressing gauge of approved quality from (3" in 2 layers) into proper case filling voids with 15 cft screen approved quality and gauge compacting to achieve 98-1 specifications (Rate includes a site of work).	m approved mber and g cening and from app 00% densi	quarry in r rade, includ non plastic roved sourc ty as per	equired thickness ing hand packing c quarry fines of ce, watering and modified AASHO		
	1545.0 Cft	@ Rs. 12	970/20	P% Cft	R	s.2,00,390/=
4.	TWO COAT Providing surface dressing with (39) lbs of bitumen crush bajri of 3/4"-3/8" gaug rolling after each coat etc materials, labour of T&P an 6180.0 Sft	80/100 pe ge including complete. d carriage	enetration g cleaning Rate includ	and (4.25) cft the road surface ding all costs of te of work.		.s.1,32,522/=
		w 103. 21	11/01	1 /0 510	10	.3.1,02,022/
5.	1" THICK CARPET. Providing 1" thick (consolidate grade i/c supply of 10 Cft Cultury and gauge with 67 LE missing in mechanical mixture material cleaning the road surfor dusting) rate i/c all cost of work.	rsh Bajri and 3S of bitum re in require face (Hill Sa	nd 4 cft Hill en 80 to 10 ed protection nd 3 cft for 1	Sand of approved 00 penetration i/c n i/c heating the mixing and 2.0 cft		
	6180.0 Sft	@ Rs. 74	99/35	P% Sft	R	s.4,63,460/=

CONTRACTOR

Rs. 1,54,440/= Rs. 10,33,560/= Net MUNICIPAL ENGINEER

Total

(-)

Rs. 11,88,000/=

MUNICIPAL COMMITTEE MITHI

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE

Ded: 13% Below

MITHI

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

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale thereof.

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- (A) Mobilization advance is not allowed.
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 - (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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR OF BLACK TOP CARPET ROAD FROM KASHMIR CHOWK TO BILAL MOSQUE.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair of Black Top Carpet road from Kashmir Chowk to Bilal Mosque.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
	centage rate Tender and Contract wor Carpet road from Kashmir Chowk	k issued for the work: Repair of Black to Bilal Mosque.
in mer rate carr dray of the	re in before) and herein-after referred the under written memorandum morandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referred he annex condition of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
com take Doc	terms and conditions as per printed aplete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
	edule "B" attached herewith.	
C.D	.NO: Dated:	

f.

Of

SCHEDULE "B" REPAIR OF BLACK TOP CARPET ROAD FROM KASHMIR CHOWK TO BILAL MOSQUE.

S.NO. ITEM OF WORK QTY: RATE UNIT AMOUNT

1. EARTH WORK

Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking dressing, compacting with optimum moisture context. Lead upto 100 ft and lift up to 5.0 ft in all types of soil except rock (1f earth work is done by other than departmental agency). As per modified AASHO specifications.

3500.0 Cft

@ Rs. 11977/82

P‰ Cft

Rs. 41,922/=

2. SUB-BASE COURSE.

Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 cft pit sand and non-plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T& P and carriage to site of work).

3090.0 Cft

@ Rs. 11317/35 P

P% Cft

Rs.3,49,706/=

3. BASE COURSE.

Preparing base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) into proper camber and grade, including hand packing filling voids with 15 cft screening and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto site of work).

1545.0 Cft

@ Rs. 12970/20

P% Cft

Rs.2,00,390/=

4. TWO COAT

Providing surface dressing 2 coats on new or existing surface with (39) lbs of bitumen 80/100 penetration and (4.25) cft crush bajri of ³/₄"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate including all costs of materials, labour of T&P and carriage upto the site of work.

6180.0 Sft

@ Rs. 2144/37

P% Sft

Rs.1,32,522/=

5. 1" THICK CARPET.

Providing 1" thick (consolidate) premix carpet in proper camber and grade i/c supply of 10 Cft Cursh Bajri and 4 cft Hill Sand of approved quarry and gauge with 67 LBS of bitumen 80 to 100 penetration i/c missing in mechanical mixture in required protection i/c heating the material cleaning the road surface (Hill Sand 3 cft for mixing and 2.0 cft for dusting) rate i/c all cost of materials T&P and carriage up to site of work.

6180.0 Sft

@ Rs. 7499/35

P% Sft

Rs.4,63,460/=

Ded: 13% Below

Total

Rs. 11,88,000/=

(-) **Net** Rs. 1,54,440/= Rs. 10,33,560/=

I I

CONTRACTOR

MUNICIPAL ENGINEER

MUNICIPAL COMMITTEE

MITHI

CHIEF MUNICIPAL OFFICER

MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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.

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CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR OF BLACK TOP CARPET ROAD FROM DARGAH SIDDIQUE SHAH TO NAND LAL LOHANO HOUSE.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

Name of Procuring Agency	:	Municipal Committee Mithi.
Brief Description of Work	:	Repair of Black Top Carpet road from Dargah Siddique Shah to Nand Lal Lohano House.
Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
Estimate Cost	:	10,00,000/=
Amount of Bid Security	:	20,000/=
Period of Bid Validity	:	42-Days
Security Deposit (including Bid Security)	:	1,00,000/=
Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
Time for completion from written order commence	:	6-Months
Liquidity damage	:	0.5% of Bid Cost per day of delay.
Bid issued to Firm	:	
Deposit Receipt No: & Date	:	
	Brief Description of Work Procuring Agency Address: Estimate Cost Amount of Bid Security Period of Bid Validity Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage Bid issued to Firm	Brief Description of Work : Procuring Agency Address: : Estimate Cost : Amount of Bid Security : Period of Bid Validity : Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening : Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage : Bid issued to Firm :

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

	IDIANDARD BIDDING DOCUMEN	T DEED W RO. 2.000 MIDDION
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
	entage rate Tender and Contract wor Carpet road from Dargah Siddique	k issued for the work: Repair of Black Shah to Nand Lal Lohano House.
in men rate carr draw of th work	e in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memo ied out and in accordance in all reving and instruction in written referred the annex condition of the contract as	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of randum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
com take	terms and conditions as per printed plete the agreement. In case of failure	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

Schedule "A"NIL..... Schedule "B" attached herewith. C.D.NO: Dated:

Of

f.

SCHEDULE "B"

REPAIR OF BLACK TOP CARPET ROAD FROM DARGAH SIDDIQUE SHAH TO NAND LAL LOHANO HOUSE.

S.NO. ITEM OF WORK OTY: RATE UNIT AMOUNT

1. EARTH WORK

Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking dressing, compacting with optimum moisture context. Lead upto 100 ft and lift up to 5.0 ft in all types of soil except rock (1f earth work is done by other than departmental agency). As per modified AASHO specifications.

3500.0 Cft

@ Rs. 11977/82

P‰ Cft

Rs. 41,922/=

2. SUB-BASE COURSE.

Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 cft pit sand and non-plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T& P and carriage to site of work).

3090.0 Cft

@ Rs. 11317/35

P% Cft

Rs.3,49,706/=

3. BASE COURSE.

Preparing base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) into proper camber and grade, including hand packing filling voids with 15 cft screening and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto site of work).

1545.0 Cft

@ Rs. 12970/20

P% Cft

Rs.2,00,390/=

4. TWO COAT

Providing surface dressing 2 coats on new or existing surface with (39) lbs of bitumen 80/100 penetration and (4.25) cft crush bajri of ¾"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate including all costs of materials, labour of T&P and carriage upto the site of work.

6180.0 Sft

@ Rs. 2144/37

P% Sft

Rs.1,32,522/=

5. 1" THICK CARPET.

Providing 1" thick (consolidate) premix carpet in proper camber and grade i/c supply of 10 Cft Cursh Bajri and 4 cft Hill Sand of approved quarry and gauge with 67 LBS of bitumen 80 to 100 penetration i/c missing in mechanical mixture in required protection i/c heating the material cleaning the road surface (Hill Sand 3 cft for mixing and 2.0 cft for dusting) rate i/c all cost of materials T&P and carriage up to site of work.

6180.0 Sft

@ Rs. 7499/35

P% Sft

Rs.4,63,460/=

Ded: 13% Below

Total

Rs. 11,88,000/=

-) Net Rs. 1,54,440/= Rs. 10,33,560/=

CONTRACTOR

MUNICIPAL ENGINEER

MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER

MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR OF BLACK TOP CARPET ROAD FROM NAND LAL LOHANO HOUSE TO PHULOO CHOWK.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair of Black Top Carpet road from Nand Lal Lohano House to Phuloo Chowk.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S	
& Charged Rs.	_ Tender Fee
Vide D.R.No	Dated:

MUNICIPAL COMMITTEE MITHI

Percentage rate Tender and Contract work issued for the work: Repair of Black Top Carpet road from Nand Lal Lohano House to Phuloo Chowk.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

	MIDNOI	2111 D O 1/1
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
	Money @ 10%:	
e	Percentage if any to be deducted	Re 8%

e. Percentage, if any to be deducted Rs. 8% from the bills:

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
Of	

SCHEDULE "B" REPAIR OF BLACK TOP CARPET ROAD FROM NAND LAL LOHANO HOUSE TO PHULOO CHOWK.

S.NO. ITEM OF WORK QTY: RATE UNIT AMOUNT

1. EARTH WORK

Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking dressing, compacting with optimum moisture context. Lead upto 100 ft and lift up to 5.0 ft in all types of soil except rock (1f earth work is done by other than departmental agency). As per modified AASHO specifications.

3500.0 Cft

@ Rs. 11977/82

P‰ Cft

Rs. 41,922/=

2. SUB-BASE COURSE.

Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 cft pit sand and non-plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T& P and carriage to site of work).

3090.0 Cft

@ Rs. 11317/35

P% Cft

Rs.3,49,706/=

3. BASE COURSE.

Preparing base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) into proper camber and grade, including hand packing filling voids with 15 cft screening and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto site of work).

1545.0 Cft

@ Rs. 12970/20

P% Cft

Rs.2.00.390/=

4. TWO COAT

Providing surface dressing 2 coats on new or existing surface with (39) lbs of bitumen 80/100 penetration and (4.25) cft crush bajri of ³/₄"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate including all costs of materials, labour of T&P and carriage upto the site of work.

6180.0 Sft

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P% Sft

Rs.1,32,522/=

5. 1" THICK CARPET.

Providing 1" thick (consolidate) premix carpet in proper camber and grade i/c supply of 10 Cft Cursh Bajri and 4 cft Hill Sand of approved quarry and gauge with 67 LBS of bitumen 80 to 100 penetration i/c missing in mechanical mixture in required protection i/c heating the material cleaning the road surface (Hill Sand 3 cft for mixing and 2.0 cft for dusting) rate i/c all cost of materials T&P and carriage up to site of work.

6180.0 Sft

@ Rs. 7499/35

P% Sft

Rs.4,63,460/=

Ded: 13% Below

Total

Rs. 11,88,000/=

Net

 $\frac{\text{Rs.}1,54,440/=}{\text{Rs.} 10,33,560/=}$

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE

MITHI

CHIEF MUNICIPAL OFFICER

MUNICIPAL COMMITTEE
MITHI

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

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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.

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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.

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- (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 Municipal 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.

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- (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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF BLACK TOP CARPET ROAD & C.C BLOCK NEAR MUNICIPAL COMMITTEE OFFICE MITHI AND SURROUNDING.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/ Construction of Black Top Carpet road & C.C Block near Municipal Committee Office Mithi and surrounding.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	·

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

Of

Inqued to M/S	<u> </u>
·	Tondon Foo
	Tender Fee
Vide D.R.No	Dated:
MUNICIPAL COM	MITTEE MITHI
Percentage rate Tender and Contract Construction of Black Top Carpet Committee Office Mithi and surrounding	road & C.C Block near Municipal
I/We hereby tender for the endered in the under written memorandum memorandum @ Rs percente entered in the Schedule "B" memorandum out and in accordance in all redrawing and instruction in written referred of the annex condition of the contract a work are provided by the Government sushall be as provide in Schedule "A" here to	within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for
MEMORA	ANDUM
a. General Description:	As Above
b. Estimated Cost:	Rs. 10,00,000/=
c. Earnest Money @ 2%	Rs. 20,000/=
d. Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e. Percentage, if any to be deducted from the bills:	Rs. 8%
f. Time allowed for completion of the work is:	6-Months
CONTRACTOR U	<u>INDERTAKING</u>
I/We have referred the above the terms and conditions as per printed complete the agreement. In case of failurake action against/as per clause of ag Document, which has been read by me ar Schedule "A"	re the Department will be as liberty to greement printed in Standard Bidding

SCHEDULE "B"

REPAIR/ CONSTRUCTION OF BLACK TOP CARPET ROAD & C.C BLOCK NEAR MUNICIPAL COMMITTEE OFFICE MITHI & SURROUNDING.

ABSTRACT OF COST

1.	Part –A	Repair/Construction of Black Top Road	Rs. 5,11,657/=
2.	Part-B	Repair/Construction of C.C Block	Rs. 2,97,407/=

Total Rs. 8,09,064/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

SCHEDULE "B"

PART-A REPAIR/CONSTRUCTION OF BLACK TOP ROAD

S.NO	. ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	BASE COURSE.				
	Preparing base course i/c supplying a approved quality properly graded to a gauge in required thickness to prop supplying and spreading 15 cft screen fines, filling depressions with stone in watering and compacting the same so as per modified AASHO specification using the templates camber plates, same i/c all cost of materials T&P and 480.0 Cft @ Rs. 126	naximum ser cambers ings and no netal after as to achies. Rate i/screens, for	size of 1 ½" - 2 is and grade i/on plastic quarry initial rolling i/o ive 100% density or providing and rms as directed site of work.	" 2 7 2 7 1 1	s. 62,257/=
2.	1-1/2" THICK PREMIXED CARPE? Providing 1-1/2" Thick (Consolidate proper chamber and grade i/c sugand 5 cft hill sand of approved quality LBS of Bitumen of 80/100 per mechanical mixture in required proper material and cleaning the road material to site of work. (with Paver)	date) presoply of 15 sality and netration roportion resurrace ra	Cft crush bajr gauge with 93 i/c mixing ir i/c heating the ate i/c cost o	i 3 1	
	•	90/72			s. 4,49,400/= s. 5,11,657/=
	PART-B REPAIR/CONSTRUCTION	ON OF C.C	BLOCK		
1.	Borrow pit excavation undressed ordinary soil. (G.S.I.No.3 (a) P-1). 3150.0 Cft @ Rs. 2117/50		• `	•	s. 68,819/=
2.	Cement concrete brick or stone baratio 1:4:8 (G.S.I.No. 4 (B) P-14). 924.0 Cft @ Rs. 9416/28	·			s. 87,006/=
3.	Erection & removal of centering for concrete works of partal wood (vertical 264.0 Sft @ Rs. 3127/41		o. 19 (b)-ii P-17)		s. 8,256/=
4.	Cement concrete plain i/c placing, curing, complete including screening aggregate without shuttering. (G.S.I.No 924.0 Cft @ Rs. 14429/25	g and wa . 5 (f) P-15)	shing of stone (Ratio 1:2:4).	e <u>R</u>	s.1,33,326/= s. 2,97,407 /=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER

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- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR/ CONSTRUCTION OF BLACK TOP CARPET ROAD @ DIFFERENT STREETS OF MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/Construction of Black Top Carpet road @ different streets of Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BI

(STANDAR	D BIDDING DOCUMENT BI	ELOW RS. 2.500 MILLION)
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COMMIT	TEE MITHI
_		k issued for the work: Repair/fferent streets of Mithi Town.
(here in before) and in the under we memorandum @ I rate entered in the carried out and in drawing and instru- of the annex cond	d herein-after referred to as ritten memorandum with Rs percent, as e Schedule "B" memorand accordance in all respectation in written referred to lition of the contract and a	tion, for the Government of Sindh Government of the work specified in the time specified in each above/below/estimate schedule of turn showing items of work to be the with the specification designs in Rule-I here of and in Clause-12 agree that when materials for the

MEMORANDIIM

work are provided by the Government such materials at the rate to be paid for

	WEWORA	TUDOM	
a.	General Description:	As Above	
b.	Estimated Cost:	Rs. 10,00,000/=	
c.	Earnest Money @ 2%	Rs. 20,000/=	
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=	
	Money @ 10%:	•	
e.	Percentage, if any to be deducted	Rs. 8%	
	from the bills:		
f.	Time allowed for completion of the	6-Months	

shall be as provide in Schedule "A" here to.

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
0.0	

work is:

Of

SCHEDULE "B"

REPAIR/CONSTRUCTION OF BLACK TOP CARPET ROAD @ DIFFERENT STREETS OF MITHI TOWN.

S.NO. ITEM OF WORK QTY: RATE UNIT AMOUNT

1. EARTH WORK

Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking dressing, compacting with optimum moisture context. Lead upto 100 ft and lift up to 5.0 ft in all types of soil except rock (1f earth work is done by other than departmental agency). As per modified AASHO specifications.

3500.0 Cft

@ Rs. 11977/82

P‰ Cft

Rs. 41,922/=

2. SUB-BASE COURSE.

Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 cft pit sand and non-plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T& P and carriage to site of work).

3090.0 Cft

@ Rs. 11317/35

P% Cft

Rs.3,49,706/=

3. BASE COURSE.

Preparing base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) into proper camber and grade, including hand packing filling voids with 15 cft screening and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto site of work).

1545.0 Cft

@ Rs. 12970/20

Rs.2,00,390/=

4. TWO COAT

Providing surface dressing 2 coats on new or existing surface with (39) lbs of bitumen 80/100 penetration and (4.25) cft crush bajri of ³/₄"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate including all costs of materials, labour of T&P and carriage upto the site of work.

6180.0 Sft

@ Rs. 2144/37

P% Sft

P% Cft

Rs.1,32,522/=

5. 1" THICK CARPET.

Providing 1" thick (consolidate) premix carpet in proper camber and grade i/c supply of 10 Cft Cursh Bajri and 4 cft Hill Sand of approved quarry and gauge with 67 LBS of bitumen 80 to 100 penetration i/c missing in mechanical mixture in required protection i/c heating the material cleaning the road surface (Hill Sand 3 cft for mixing and 2.0 cft for dusting) rate i/c all cost of materials T&P and carriage up to site of work.

6180.0 Sft

@ Rs. 7499/35

P% Sft

Rs.4,63,460/=

Ded: 13% Below

Total

Rs. 11,88,000/=

(-) **Net** Rs. 1,54,440/= Rs. 10,33,560/=

CONTRACTOR

MUNICIPAL ENGINEER

MUNICIPAL COMMITTEE

MITHI

CHIEF MUNICIPAL OFFICER

MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

PROVIDING, LAYING, JOINTING AND TESTING PVC PIPE LINE 6", 4", 3" DIA FOR WATER SUPPLY MITHI @ DIFFERENT MOHALLA OF MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Providing, Laying, Jointing and Testing PVC Pipe Line 6", 4", 3" dia for Water Supply Mithi @ different Mohalla of Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	12,00,000/=
(e)	Amount of Bid Security	:	24,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,20,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

& Charged Rs	Tender Fee
Vide D.R.No	Dated:
MUNICIPAL COM	IMITTEE MITHI
Percentage rate Tender and Contract v Laying, Jointing and Testing PVC Pipe Mithi @ different Mohalla of Mithi To	Line 6", 4", 3" dia for Water Supply
I/We hereby tender for the endere in before) and herein-after referred in the under written memorandum memorandum @ Rs percente entered in the Schedule "B" memoranded out and in accordance in all redrawing and instruction in written referred of the annex condition of the contract awork are provided by the Government sushall be as provide in Schedule "A" here the	within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for
MEMORA	ANDUM
a. General Description:	As Above
b. Estimated Cost:	Rs. 12,00,000/=
c. Earnest Money @ 2%	Rs. 24,000/=
d. Security Deposit i/c Earnest Money @ 10%:	Rs. 1,20,000/=
e. Percentage, if any to be deducted from the bills:	Rs. 8%
f. Time allowed for completion of the work is:	6-Months
CONTRACTOR U	<u>JNDERTAKING</u>
I/We have referred the above the terms and conditions as per printed complete the agreement. In case of failu take action against/as per clause of ag Document, which has been read by me as Schedule "A"	re the Department will be as liberty to greement printed in Standard Bidding

SCHEDULE "B"

PROVIDING, LAYING, JOINTING AND TESTING PVC PIPE LINE 6", 4", 3" DIA FOR WATER SUPPLY MITHI @ DIFFERENT MOHALLA OF MITHI TOWN.

1.	Dismantling and r 13).	removing road meta	lling (G.S.I.No.51 P-	
	113.00 Cft	@ Rs. 605/=	P% Cft	Rs. 684/=
2.	cutting, fitting and join		ke fixing in trenches i/c ne rubber ring i/c testing I.No.1 P-22).	
	1000.0 Rft 4" dia	@ Rs. 262/=	P.Rft	Rs.2,62,000/=
	2000.0 Rft 3" dia	@ Rs. 137/=	P.Rft	Rs.2,74,000/=
	2000.0 Rft	@ Rs. 90/=	P.Rft	Rs.1,80,000/=
3.	C.I sluice valve heavy pinch. (P.H.S. of Mat: It 6" dia		kg/sq:cm or 300 lbs/sq:	
	1 No: 4" dia	@ Rs. 9360/=	Each	Rs. 9,360/=
	1 No: 3" dia	@ Rs. 5460/=	Each	Rs. 5,460/=
	2 No:	@ Rs. 4290/=	Each	Rs. 8,580/=
4.		gs. (P.H.S.O.M.Item	No. 16 P-28).	
(i)	PVC Tee 4" dia 2 No:	@ Rs. 1181/=	Each	Rs. 2,362/=
(ii)	PVC Tee 3" dia 2 No:	@ Rs. 900/=	Each	Rs. 1,800/=
(iii)	PVC Reducer 4" dia 1 No:	<u> </u>	Each	Rs. 225/=
(iv)	Eng Plug 3" dia 5 No:	@ Rs. 175/=	Each	Rs. 875/=
(v)	Valve socket 3" dia	,		,
(vi)	4 No: Valve socket 4" dia	@ Rs. 350/=	Each	Rs. 1,400/=
(vii)	2 No: Valve socket 6" dia	@ Rs. 500/=	Each	Rs. 1,000/=
(viii)	2 No: PVC Bend 4" dia	@ Rs. 1650/=	Each	Rs. 3,300/=
	1 No:	@ Rs. 956/=	Each	Rs. 956/=
(ix)	PVC Bend 3" dia 1 No:	@ Rs. 731/=	Each	Rs. 731/=
5.	Cast iron special for A Class) (P.H.S. of Mat: It	A.C pressure pipe (Stan	dard Weight A.C.I.L "B"	•
(i)	Short Piece/Tail Pie			
	<u>6" dia</u> 2 No:	@ Rs. 618/75	Each	Rs. 1,238/=
	<u>4" dia</u> 2 No:	@ Rs. 487/50	Each	Rs. 975/=
	3" dia 4 No:	@ Rs. 375/=	Each	Rs. 1,500/=

6.	Jointing C.I/M.S flanged pipes and specials flanged inside
	trenches i/c supplying rubber packing of the required thickness
	nuts & bolts with washers etc and other tools required for
	jointing and testing the joints to the specified pressure etc
	complete. (P.H.S.I.No. 1 P-40).

6" dia

2 Joints

@ Rs. 938/= P.Joint

Rs. 1,876/=

4" dia 2 Joints

@ Rs. 513/=

P.Joint Rs. 1,026/=

3" dia

4 Joints

@ Rs. 499/=

P.Joint

Rs. 1,996/=

7. Making joints to PVC specials fitting including laying of specials and cost of solvent cement of required diameter and testing the joints along with PVC pipe line "B", "C" and "D" class to the specified pressure and making good to all leaky joints etc complete (P.H.S.I.No. 1 P-41).

4" dia

5 Joints

@ Rs. 70/=

P.Joint

Rs. 350/=

<u>3" dia</u>

5 Joints

@ Rs. 59/=

P.Joint

Rs. 295/=

8. Excavation for pipe line in trenches and pits in sandy soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade. Cutting joint holes and disposal of surplus earth within a one chain as direct by Engineer Incharge providing fence guards lights, flags and temporary crossings for non-vehicular traffic wherever required lift up to 5 ft. (1.52 meter) lead upto one chain (30.5 m) (P.H.E.S.I.No. 2 P-60).

31000.00 Cft

@ Rs. 3750/=

P‰ Cft

Rs.1,16,250/=

9. Refilling the excavated stuff in trenches in 6" layers i/c watering and ramming to full compacting etc complete. (P.H.S.I.No 24 P-53).

27900.00 Cft

@ Rs. 2760/=

P‰ Cft

Rs. 77,004/=

10. Providing chamber 3' x 2' (915 x 615 mm) inside dimension 4 ½' (1372 mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cost iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102 mm) thick (with 5 Lbs steel per cft) 9" (299 mm) thick brick masonry wall set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6 in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring ½" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 ½ ft depth curing, excavation, back filling and disposal of surplus earth etc complete. (P.H.S.I.No. I P-49).

2 Nos:

@ Rs. 18820/=

Each

 $\frac{\text{Rs. } 37,640/=}{\text{Rs. } 9,92,883/=}$

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

Total

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

PROVIDING, LAYING, JOINTING AND TESTING PVC PIPE LINE 10" DIA FOR DRAINAGE SCHEME NO. 1 MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 4.00 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Providing, Laying, Jointing and Testing PVC Pipe Line 10" dia for Drainage Scheme No. 1 Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	40,00,000/=
(e)	Amount of Bid Security	:	80,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	4,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING I

f.

Of

(STANDARD BIDDING DO	OCUMENT BETWEE	N RS. 2.5 MILLION TO RS. 50.0 MILLION)
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
<u>MU</u>	NICIPAL COM	IMITTEE MITHI
9		work issued for the work: Providing, e Line 10" dia for Drainage Scheme
(here in before) and here in the under written memorandum @ Rs rate entered in the Sch carried out and in according and instruction of the annex condition	ein-after referred memorandum perce ledule "B" memorande in all referred in written referred of the contract are	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the uch materials at the rate to be paid for to.
	MEMORA	ANDUM
a. General Description		As Above
b. Estimated Cost:	20/	Rs. 40,00,000/=
c. Earnest Money @ 2d. Security Deposit i, Money @ 10%:		Rs. 80,000/= Rs. 4,00,000/=
e. Percentage, if any from the bills:		Rs. 8%
f. Time allowed for cowork is:	ompletion of the	6-Months
	CONTRACTOR U	JNDERTAKING
the terms and condition complete the agreement take action against/as Document, which has be Schedule "A"	is as per printed. In case of failu per clause of agen read by me and the street of agen read by me and the street of the street	e rates after taking into consideration all I Standard Bidding Document so as to are the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
Schedule "B" attached he C.D.NO:	erewith. Dated:	

SCHEDULE "B"

PROVIDING, LAYING, JOINTING AND TESTING PVC PIPE LINE 10" DIA FOR DRAINAGE SCHEME NO. 1 MITHI.

1.	Dismantling and 135.00 Cft	l removing road meta @ Rs. 605/=	lling (G.S.I.No.51 P-13). P% Cft	Rs. 817/=	
2.	trenches i/c cutt	ing, fitting and jointing sting with water to hea	nivalent make fixing in ag with Z-joint with one ad of 61 meter or 200 ft.		
	4000.0 Rft	@ Rs. 721/=	P.Rft	Rs.28,84,000/	
3.		C.I sluice valve heavy pattern test pressure 21 kg/sq:cm or 300 lbs/sq: inch (P.H.S. of Mat: Item No: 2 P-9).			
	1 No:	@ Rs. 27690/=	Each	Rs. 27,690/=	
4.		y pattern (Test pressur orted). (P.H.S. of Mat: I	re 21.0 kg/sq:cm or 300 tem No: 6 P-10).		
	2 No:	@ Rs. 18687/50	Each	Rs. 37,375/=	
5.	PVC/A.C pressure (P.H.S. of Mat: Iter	e pipe (Standard Weig m No: 14 P-12).	pes cast iron specials for ht for A.C.I.L "B" Class)		
(i) (ii)	Bend 90º 10" dia 1 No: Bend 45º 10" dia	@ Rs. 6662/50	Each	Rs. 6,663/=	
(11)	2 No:	@ Rs. 5037/50	Each	Rs. 10,075/=	
(iii)	Short Piece 10" of 6 No:	<u>lia</u> @ Rs. 2212/50	Each	Rs. 13,275/=	
6.	C.I Tee flange end all size (P.H.S.I.No		and facing of flanged for		
	1.003 Cwt	@ Rs. 6096/=	P.Cwt	Rs. 6,114/=	
7.	supplying rubber p washers etc and oth	acking of the required th	flange inside trenches i/c nickness nuts & bolts with ing and testing the joints to No. 1 P-40).		
	6 Joints	@ Rs. 1576/=	P.Joint	Rs. 9,456/=	
8.	of solvent cement of PVC pipe line "B",	f required diameter and t	g laying of specials and cost esting the joints along with the specified pressure and P.H.S.I.No. 1 P-41).		
	3 Joints	@ Rs. 138/=	P.Joint	Rs. 414/=	

9. Excavation for pipe line in trenches and pits in sandy soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade. Cutting joint holes and disposal of surplus earth within a one chain as direct by Engineer Incharge providing fence guards lights, flags and temporary crossings for non-vehicular traffic wherever required lift up to 5 ft. (1.52 meter) lead upto one chain (30.5 m) (P.H.E.S.I.No. 2 P-60).

10" dia

40000.00 Cft

@ Rs. 3750/=

P‰ Cft

Rs.1,50,000/=

10. Refilling the excavated stuff in trenches in 6" layers i/c watering and ramming to full compacting etc complete. (P.H.S.I.No 24 P-77).

36000.00 Cft

@ Rs. 2760/=

P‰ Cft

Rs. 99,360/=

11. Providing chamber 3' x 2' (915 x 615 mm) inside dimension 4 ½' (1372 mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cost iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102 mm) thick (with 5 Lbs steel per cft) 9" (299 mm) thick brick masonry wall set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6 in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring ½" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 ½ ft depth curing, excavation, back filling and disposal of surplus earth etc complete. (P.H.S.I.No. I P-49).

2 Nos:

@ Rs. 18820/=

Each

Rs. 37,640/=

Total

Rs. 32,82,879/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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.

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Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

SUPPLY/FIXING OF PUMPING MACHINERY PUMP KSB MADE AND MOTOR 60 HP SIEMENS INCLUDING ALL ACCESSORIES FOR DRAINAGE SCHEME NO-1.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 4.00 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply/Fixing of pumping machinery Pump KSB Made and Motor 60 HP Siemens including all accessories for Drainage Scheme No-1.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	40,00,000/=
(e)	Amount of Bid Security	:	80,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	4,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING D

(STANDARD BIDDING DOCUMENT BETWEE	N RS. 2.5 MILLION TO RS. 50.0 MILLION
Issued to M/S	
& Charged Rs	Tender Fee
Vide D.R.No	Dated:
MUNICIPAL COM	IMITTEE MITHI
Percentage rate Tender and Contract wo of pumping machinery Pump KSB including all accessories for Drainage S	Made and Motor 60 HP Siemens
I/We hereby tender for the ender in before) and herein-after referred in the under written memorandum memorandum @ Rs percente entered in the Schedule "B" memorandum and in accordance in all redrawing and instruction in written referred the annex condition of the contract work are provided by the Government sushall be as provide in Schedule "A" here the	within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the uch materials at the rate to be paid for
MEMOR	ANDUM
a. General Description:	As Above
b. Estimated Cost:	Rs. 40,00,000/=
d. Security Deposit i/c Earnest	Rs. 80,000/= Rs. 4,00,000/=
Money @ 10%: e. Percentage, if any to be deducted from the bills:	Rs. 8%
f. Time allowed for completion of the work is:	6-Months
CONTRACTOR I	JNDERTAKING
I/We have referred the above the terms and conditions as per printed complete the agreement. In case of failu take action against/as per clause of ag Document, which has been read by me as Schedule "A"	re the Department will be as liberty to greement printed in Standard Bidding

CONTRACTOR

f.

Of

SCHEDULE "B"

SUPPLYING/ FIXING OF PUMPING MACHINERY PUMP KSB MADE AND MOTOR 60 HP SIEMENS INCLUDING ALL ACCESSORIES FOR DRAINAGE SCHEME NO.1

Providing, installing and testing in position including transportation to site of work at 1. Mithi. KSB Non-Clogging Pump type KWPZ 80/400 with flange intermediate piece and initial soft gland packing directly coupled through a flexible coupling of size 3BN-H to a SIEMENS induction totally enclosed fan cooled 60 HP/1470 RPM Electric Motor suitable for 400+/-5%/3PH/50 Hz mounted on a common base steel frame with foundation bolts mounted on common steel frame or base plate capable to give discharge 500 IGPM against a head of 180 ft i/c installing of pumping set on cement concrete foundation ratio 1:2:4 with M.S nuts and bolts of 5/8" dia to be embedded in C.C foundation including P/F star delta starter 50 ampere (Green Power) with motor control unit consist of circuit breaker main switch 40/50 amperes (Siemens) automatic star delta starter under over voltage relay, phase failure relay, ampere meter 30 amperes, volt meter 500 volts indicating lights all fixed in metallic vernyle proof box. Providing internal wiring for mains with 2-7/0.044 PVC insulated wire 660 volts grade in 25 mm (1") PVC conduit fitted on surface as required including providing/fixing earthen set with 0.6 M x 0.6 M x 6.3 mm (2 ft x 2 ft x 1/4") copper plate buried in the ground at a depth of 3.7 M (12 ft) or less as per PWD specification and testing the pumping set against the required head and discharge for 72 hours etc complete.

1 Set

@ Rs. 21,89,307/=

P.Set

Rs.21,89,307/=

2. Providing G.I Pipe, specials and clamps etc i/c fixing, cutting and fitting complete with end i/c the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white zinc paint with pigment to match the colour of the building and testing with water to a pressure head of 200 ft and handling (P.H.S.I. No. 1 P-12).

4" dia

26.0 Rft

@ Rs. 896/17

P.Rft.

Rs. 23,300/=

Providing M.S flanges made out 3/8" (10 mm) thick sheet cutting, drilling 3. holes etc complete (R.A.A).

<u>4" dia</u>

04 No:

@ Rs. 596/75

Each

Rs. 2,387/=

4. Supplying/fixing foot valve heavy pattern with cone type gate (G.S.I.No. 4 P-12).

4" dia

01 No:

@ Rs. 893/75

Each

Rs. 894/=

5. C.I bend with flanged end with holes including turning and facing flanges for all size (S.M.I.No. 8P-11).

4" dia

0.187 Cwt

@ Rs. 6096/=

P.Cwt

Rs. 1,140/=

6. Jointing C.I/M.S flanged pipe and special and in jointing trenches i/c supply rubber packing of the required thickness nuts bolts with washier etc and other tools required for jointing and testing joint to the specified etc complete (P.H.I No. 1 P-40).

4" dia

02 Joints

@ Rs. 513/=

P.Joint

Rs. 1.026/=Rs. 22,17,354/=

CONTRACTOR

MUNICIPAL ENGINEER MUNICIPAL COMMITTEE MITHI

Total

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE

MITHI

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- **(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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF B-TYPE DRAIN FROM PHULOO CHOWK TO QASAM SHAH MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of B-Type Drain from Phuloo Chowk to Qasam Shah Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	12,00,000/=
(e)	Amount of Bid Security	:	24,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,20,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S	
& Charged Rs	_ Tender Fee
Vide D.R.No	Dated:

MUNICIPAL COMMITTEE MITHI

Percentage rate Tender and Contract work issued for the work: **Construction of B-Type Drain from Phuloo Chowk to Qasam Shah Mithi Town.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

a.	General Description:	As Above
b.	Estimated Cost:	Rs. 12,00,000/=
c.	Earnest Money @ 2%	Rs. 24,000/=
d.	Security Deposit i/c Earnest	Rs. 1,20,000/=
	Money @ 10%:	

e. Percentage, if any to be deducted Rs. 8%

from the bills:

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
\circ c	

Of

SCHEDULE "B"

CONSTRUCTION OF B-TYPE DRAIN FROM PHULOO CHOWK TO QASAM SHAH MITHI TOWN.

1.	Dismantling of brick work in cer 38.0 Cft @ Rs. 128		ar (G.S.I.No.13 P-1 P% Cft	.0).	Rs. 489/=
2.	Excavation in foundation of bu including Dag belling, dressing, re earth watering and ramming lead u (G.S.I.No.18 (a) P-4).	filling arour	nd structure with ex	cavated	
		22/50	P‰ Cft		Rs. 10,669/=
3.	Cement concrete plain i/c placing complete including screening and shuttering. Ratio (1:4:8) (G.S.I.No.5 (1:4:8)	l washing			
		288/75	P% Cft		Rs.1,06,792/=
		429/25	P% Cft		Rs. 40,546/=
4.	Pucca brick work in foundation (1:6).(G.S.I.No.4, P-20).	and plint	h in cement sand	mortar	
	1959.0 Cft @ Rs. 119	948/36	P% Cft		Rs.2,34,068/=
5.	Constructing of standard open dr (1:2:4) in situ to the design profile including applying floating coat of finished smooth curing etc comple (D) P-44).	including co cement 1/3	ost of mould as per 2" thick to the expo	drawing sed face	
	950.0 Rft @ Rs. 17	1/=	P.Rft		Rs.1,65,300/=
6.	Cement plaster (1:4) up (G.S.I.No.11 (b) P-51).			thick.	
	4512.00 Sft @ Rs. 228	33/93	P% Sft		Rs.1,03,051/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16). 249.0 Cft @ Rs. 337/= P.Cft Rs. 83,913/=				
8.	Fabrication of mild steel reinforce cutting, bending, Laying in position cost of binding wire (also i/c remo	making joi	nts and fastenings ir	ncluding	•

CONTRACTOR

10.00 Cwt

16).

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

Total

Rs. 50,017/= Rs. 7,94,845/=

CHIEF MUNICIPAL OFFICER

@ Rs. 5001/70 P.Cwt

MUNICIPAL COMMITTEE MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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.

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- (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-n-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.

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- (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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR OF BILAWAL BHUTTO PUBLIC PARK & REPLACEMENT OF PARK ARTICLES.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair of Bilawal Bhutto Public Park & Replacement of Park Articles.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

**Charged Rs			Issued to M/S_	
Percentage rate Tender and Contract work issued find Bilawal Bhutto Public Park & Replacement of Park A I/We hereby tender for the execution, for the under written memorandum within the memorandum @ Rs percent, above/belocate entered in the Schedule "B" memorandum show carried out and in accordance in all respects with the drawing and instruction in written referred to in Rule-I of the annex condition of the contract and agree that work are provided by the Government such materials as shall be as provide in Schedule "A" here to. MEMORANDUM	ender Fee		& Charged Rs	
Percentage rate Tender and Contract work issued f Bilawal Bhutto Public Park & Replacement of Park A I/We hereby tender for the execution, for the ender in before) and herein-after referred to as Government in the under written memorandum within the memorandum @ Rs percent, above/belongerate entered in the Schedule "B" memorandum show carried out and in accordance in all respects with the drawing and instruction in written referred to in Rule-I of the annex condition of the contract and agree that work are provided by the Government such materials as shall be as provide in Schedule "A" here to. MEMORANDUM	Dated:		Vide D.R.No	
I/We hereby tender for the execution, for the in before) and herein-after referred to as Government the under written memorandum within the memorandum @ Rs percent, above/belowate entered in the Schedule "B" memorandum show carried out and in accordance in all respects with the drawing and instruction in written referred to in Rule-I of the annex condition of the contract and agree that work are provided by the Government such materials as shall be as provide in Schedule "A" here to. MEMORANDUM	<u>THI</u>	IMITTEE I	MUNICIPAL COM	
(here in before) and herein-after referred to as Government the under written memorandum within the memorandum @ Rs percent, above/below rate entered in the Schedule "B" memorandum show carried out and in accordance in all respects with the drawing and instruction in written referred to in Rule-I of the annex condition of the contract and agree that work are provided by the Government such materials as shall be as provide in Schedule "A" here to. MEMORANDUM				
a. General Description: b. Estimated Cost: c. Earnest Money @ 2% d. Security Deposit i/c Earnest Money @ 10%: e. Percentage, if any to be deducted from the bills: f. Time allowed for completion of the work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after tak the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Departr take action against/as per clause of agreement print	time specified in each ow/estimate schedule of ing items of work to be the specification designs, here of and in Clause-12 when materials for the	within the ent, above/brandum shespects with ed to in Rule and agree to the ed to material.	the under written memorandum morandum @ Rs perce e entered in the Schedule "B" memorandum accordance in all relationships and instruction in written referrence the annex condition of the contract received are provided by the Government stress.	in the memorate carried draw of the work
a. General Description: b. Estimated Cost: c. Earnest Money @ 2% d. Security Deposit i/c Earnest Money @ 10%: e. Percentage, if any to be deducted from the bills: f. Time allowed for completion of the work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after tak the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Departr take action against/as per clause of agreement print		ANDIIM	MEMOR	
b. Estimated Cost: c. Earnest Money @ 2% d. Security Deposit i/c Earnest Money @ 10%: e. Percentage, if any to be deducted from the bills: f. Time allowed for completion of the work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after take the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Departretake action against/as per clause of agreement printed.				a.
 d. Security Deposit i/c Earnest Rs. 1,00,000 Money @ 10%: e. Percentage, if any to be deducted Rs. 8% from the bills: f. Time allowed for completion of the 6-Months work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after take the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Department take action against/as per clause of agreement printed 	O/=	Rs. 10,00,	Estimated Cost:	b.
Money @ 10%: e. Percentage, if any to be deducted Rs. 8% from the bills: f. Time allowed for completion of the 6-Months work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after tak the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Departrake action against/as per clause of agreement print	:	Rs. 20,000	Earnest Money @ 2%	c.
e. Percentage, if any to be deducted Rs. 8% from the bills: f. Time allowed for completion of the 6-Months work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after take the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Department take action against/as per clause of agreement printed.	/=	Rs. 1,00,0	,	d.
f. Time allowed for completion of the 6-Months work is: CONTRACTOR UNDERTAKING I/We have referred the above rates after tak the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Departrake action against/as per clause of agreement print		Rs. 8%	Percentage, if any to be deducted	e.
I/We have referred the above rates after take the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Department take action against/as per clause of agreement printed.		6-Months	Time allowed for completion of the	f.
the terms and conditions as per printed Standard Bid complete the agreement. In case of failure the Departr take action against/as per clause of agreement print	<u> </u>	JNDERTAKI	CONTRACTOR !	
Document, which has been read by me and accepted by Schedule "A"	ding Document so as to nent will be as liberty to ted in Standard Bidding	l Standard l re the Depa greement pr	terms and conditions as per printed applete the agreement. In case of failude action against/as per clause of a cument, which has been read by me a medule "A"	comp take Docu Schee

CONTRACTOR

SCHEDULE "B"

REPAIR OF BILAWAL BHUTTO PUBLIC PARK & REPLACEMENT OF PARK ARTICLES.

ABSTRACT OF COST

1. Part –A Civil Work Rs. 85,849/=

2. Part-B Replacement of Park Articles Rs. Quoted Rate

Total Rs. 85,849/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

SCHEDULE "B"

PART-A **CIVIL WORK**

Providing and fixing iron steel grill using solid square bars of size 1. $\frac{1}{2}$ " x $\frac{1}{2}$ " placed at 4" i/c and frame of flat iron patti of $\frac{3}{4}$ " x $\frac{3}{4}$ " i/c circle shape at 1-0 apart equivalent fitted with screws are pins i/c painting 3 coats with 1st coat of red oxide paint etc. (G.S.I.No. 30 P-94).

120.0 Sft

@ Rs. 194/16

P.Sft

Rs. 27,587/=

2. Glazed tile dado 1/4" thick laid in pigment over 1:2 cement sand mortar ¾ thick including finishing. (G.S.I.No. 38 P-45).

168.0 Sft

@ Rs. 28299/30

P% Sft

Total

Rs. 47,543/=

3. Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) P-52).

80.00 Sft

@ Rs. 2197/52

P% Sft

Rs. 1,758/=

Pucca brick work in foundation and plinth in cement sand mortar 4. (1:6).(G.S.I.No.4, P-20).

75.0 Cft

@ Rs. 11948/36

P% Cft

Rs.8,961/= Rs. 85,849/=

PART-B REPLACEMENT OF PARK ARTICLES.

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01	Slider	01 No:			
02	Swing	01 No:			
03	Bench	10 No:			
04	Horse Fiber	01 No:			
05	Double Swing	01 No:			
06	Grassing	01 Job			
07	Flower Buckets	50 No:			
08	Dust Bin	08 No:			
09	Suction Pump, Electric Motor ½ HP	01 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER MUNICIPAL COMMITTEE MITHI

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR & REHABILITATION OF CIVIL WORK @ DRAINAGE SCHEME NO: 1 MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair & rehabilitation of Civil Work @ Drainage Scheme No: 1 Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S				
& Charged Rs	Tender Fee			
Vide D.R.No	Dated:			
UNICIPAL COMMITTEE MITHI				

Percentage rate Tender and Contract work issued for the work: Repair & rehabilitation of Civil Work @ Drainage Scheme No: 1 Mithi.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

MBMOR	MEMORANDOM			
General Description:	As Above			
Estimated Cost:	Rs. 10,00,000/=			
Earnest Money @ 2%	Rs. 20,000/=			
Security Deposit i/c Earnest	Rs. 1,00,000/=			
Money @ 10%:				
Percentage, if any to be deducted	Rs. 8%			
from the bills:				
	General Description: Estimated Cost: Earnest Money @ 2% Security Deposit i/c Earnest Money @ 10%: Percentage, if any to be deducted			

Time allowed for completion of the 6-Months

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
\circ c	

Of

f.

work is:

SCHEDULE "B"

REPAIR & REHABILITATION OF CIVIL WORK @ DRAINAGE SCHEME NO: 1 MITHI.

1.	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5 feet in sandy soil. (G.S.I.No. 18 (b) P-5).			
	379.00 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,032/=
2.	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate without shuttering). (G.S.I.No. 5 P-18). Ratio 1:4:8			
	924.00 Cft	@ Rs. 11288/75	P% Cft	Rs.1,04,308/
	Ratio 1:2:4 569.00 Cft	@ Rs. 14429/25	P% Cft	Rs. 82,102/=
3.	Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).			
	480.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 57,352/=
4.	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also i/c of forms moulds lifting shuttering curing rendering and finishing the exposed surfaces i/c screening and washing of shingle. (c) R.C.C work in roof slabs beams columns rafts lintels and other structural members laid in situ or precast laid in position complete in all respect ratio (1:2:4) 90 lbs cement 2 cft sand and 4 cft shingles 1/8"guage. (G.S.I.No. 6 (i) P-19). 71.30 Cft @ Rs. 337/= P.Cft			Rs. 24,028/=
5.	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars. (G.S.I.No. 8 (b) P-17).			
	2.864 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 14,325/=
6.	Pucca brick work in ground floor in cement sand mortar (1:4) (G.S.I.No.1 (b) P-24).			
	138.0 Cft	@ Rs. 13227/41	P% Cft	Rs. 18,254/=
7.	Pucca brick work other than building i/c struck joints up to 12' height in cement sand mortar (1:4). (G.S.I.No: 7 (c) P-21). Ratio (1:4)			
	143.00 Cft	@ Rs. 12899/70	P% Cft	Rs. 18,447/=
8.	Making and fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x 2" x 3/8" and 3/4" squire bars 4" center to center with locking arrangement (G.S.I.No. 24 P-97).			

P.Sft

Rs. 65,041/=

89.50 Sft @ Rs. 726/72

9. Dry brick on edge paving sand grouted i/ c preparation of bed by watering, ramming and brining the same to proper camber by ½" thick mud plaster (G.S.I.No: 5 P- 46). 1560.0 Sft @ Rs. 3823/57 P% Sft Rs. 59,648/=10. Cement plaster (1:6) upto 12' height ½" thick. (G.S.I.No.13 (b) P-52). 1793.00 Sft @ Rs. 2206/60 P% Sft Rs. 39,564/=Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) 11. P-52). 1793.00 Sft @ Rs. 2197/52 P% Sft Rs. 39,402/=12. Providing and laying 2" thick topping concrete ratio (1:2:4) surface finishing and dividing into panels 2" thick. (G.S.I.No. 16 (c) P-42). 1090.00 Sft @ Rs. 3275/50 P% Sft Rs. 35,703/=13. Painting new surface doors and windows three coats. (G.S.I.No. 5 P-68). 300.00 Sft @ Rs. 2116/41 P% Sft Rs. 6,349/=14. White washing (a) one-coat (G.S.I.No. 26 (b) P-59). 1793.00 Sft @ Rs. 416/63 P% Sft Rs. 7,470/=(b) Three Coats. @ Rs. 829/95 Rs. 996/= 120.00 Sft P% Sft Distempering three coats (G.S.I.No.24 P-59). 15. 2515.0 Sft @ Rs. 1681/90 P% Sft Rs. 42,300/=Total Rs. 6,16,321/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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Clause - 7: Payments.

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

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
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TENDER DOCUMENTS

REPAIR & REHABILITATION OF CIVIL WORK @ DRAINAGE SCHEME NO: 2 & DRAINAGE SCHEME PEETHO DARGAH.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.		
(b)	Brief Description of Work	:	Repair & rehabilitation of Civil Work @ Drainage Scheme No: 2 & Drainage Scheme Peetho Dargah.		
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.		
(d)	Estimate Cost	:	10,00,000/=		
(e)	Amount of Bid Security	:	20,000/=		
(f)	Period of Bid Validity	:	42-Days		
(g)	Security Deposit (including Bid Security)	:	1,00,000/=		
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chie Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.		
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M		
(j)	Time for completion from written order commence	:	6-Months		
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.		
(1)	Bid issued to Firm	:			
(m)	Deposit Receipt No: & Date	:			

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

Of

	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
	tation of Civil Work @ Drainag	work issued for the work: Repair & ge Scheme No: 2 & Drainage Scheme
in the memoral rate enticarried drawing of the arwork are	before) and herein-after referred under written memorandum ndum @ Rs perceered in the Schedule "B" memorandum and in accordance in all referred and instruction in written referred nnex condition of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a. Ge	eneral Description:	As Above
b. Es	timated Cost:	Rs. 10,00,000/=
c. Ea	rnest Money @ 2%	Rs. 20,000/=
	curity Deposit i/c Earnest oney @ 10%:	Rs. 1,00,000/=
	rcentage, if any to be deducted om the bills:	Rs. 8%
	me allowed for completion of the ork is:	6-Months
	CONTRACTOR U	JNDERTAKING
complete take act Docume Schedule	es and conditions as per printed the agreement. In case of failution against/as per clause of agent, which has been read by me are "A"	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR & REHABILITATION OF CIVIL WORK @ DRAINAGE SCHEME NO: 2 & DRAINAGE SCHEME PEETHO DARGAH

1.	Excavation in four including dagbelline excavated earth was upto 5 feet in sand					
	379.00 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 1,032/=		
2.	Cement concrete procuring complete (in without shuttering Ratio 1:4:8					
	924.00 Cft	@ Rs. 11288/75	P% Cft	Rs.1,04,308/		
	Ratio 1:2:4 569.00 Cft	@ Rs. 14429/25	P% Cft	Rs. 82,102/=		
3.		Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).				
	480.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 57,352/=		
4.	of steel reinforcement paid separately. This rendering and finish shingle. (c) R.C.C we structural members	at and its labour for bend rate also i/c of forms ming the exposed surfaces ork in roof slabs beams of laid in situ or precast la	ar and material except the cost ding and binding which will be noulds lifting shuttering curing a i/c screening and washing of columns rafts lintels and other aid in position complete in all and 4 cft shingles 1/8"guage. P.Cft	Rs. 24,028/=		
5.	cutting bending, I including cost of bars. (G.S.I.No. 8 (I	laying in position ma binding wire (also incl b) P-17).	r cement concrete including king joints and fastenings ludes removal of rust from	D 14.005/		
	2.864 Cwt	,		Rs. 14,325/=		
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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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR & REHABILITATION OF PUMPING MACHINERY
INCLUDING REPLACEMENT OF PIPE & CABLE FOR
DRAINAGE SCHEME NO: 1 MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair & Rehabilitation of Pumping Machinery including Replacement of Pipe & Cable for Drainage Scheme No: 1 Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

	Issued to M/S	
	·	Tender Fee
		Dated:
	vide B.R.No	Bateu
	MUNICIPAL COM	MITTEE MITHI
Rehab	_	work issued for the work: Repair & rincluding Replacement of Pipe & .
in the memorate en carried drawin of the work a	n before) and herein-after referred witten memorandum randum @ Rs percentered in the Schedule "B" memorandum and in accordance in all referred annex condition of the contract and the secondary of the contract and percented annex condition of the contract and the secondary of the secondary of the contract and the secondary of the seconda	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of trandum showing items of work to be espects with the specification designs, and to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
	General Description:	As Above
	Estimated Cost:	Rs. 10,00,000/=
	Earnest Money @ 2%	Rs. 20,000/=
	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
	Time allowed for completion of the work is:	6-Months
·	CONTRACTOR U	<u>INDERTAKING</u>
completake a Docum	rms and conditions as per printed ete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR & REHABILITATION OF PUMPING MACHINERY INCLUDING REPLACEMENT OF PIPE & CABLE FOR DRAINAGE SCHEME NO: 1 MITHI

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01	Repair of Motor 50 HP.	02 No:			
02	G.I Pipe 6" dia	60 ft			
03	Cable 4-core 19/52	50 ft			
04	Bearing SKT for Motor	04 No:			
05	Screening Chamber Jali 6' x 8'	02 No:			
06	Greasing of Pump Motor	02 Job			
07	Repair of Panel Board	02 No:			
08	Non-Return Valve 6" dia	03 No:			
09	C.I Sluice valve 6" dia	03 No:			
10	C.I Bend 6" dia	06 No:			
11	C.I Flung 6" dia	24 No:			
12	Rubber Packing	60 No:			
13	Galvanized Nut Bolts	01 Job			
14	C.I foot valve 6" dia	02 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

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CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR & REHABILITATION OF PUMPING MACHINERY INCLUDING REPLACEMENT OF PIPE & CABLE FOR DRAINAGE SCHEME NO: 2 MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair & Rehabilitation of Pumping Machinery including Replacement of Pipe & Cable for Drainage Scheme No: 2 Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

	Issued to M/S	
		Tender Fee
		Dated:
	MUNICIPAL COM	MITTEE MITHI
Reha	_	work issued for the work: Repair & including Replacement of Pipe &
in the memorate carried draws of the work	in before) and herein-after referred he under written memorandum orandum @ Rs perce entered in the Schedule "B" memorandum and in accordance in all refing and instruction in written referred e annex condition of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
C.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
comp take Docu Schee Schee	erms and conditions as per printed plete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR & REHABILITATION OF PUMPING MACHINERY INCLUDING REPLACEMENT OF PIPE & CABLE FOR DRAINAGE SCHEME NO: 2 MITHI

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01	Repair of Motor 50 HP.	02 No:			
02	G.I Pipe 6" dia	60 ft			
03	Cable 4-core 19/52	50 ft			
04	Bearing SKT for Motor	04 No:			
05	Screening Chamber Jali 6' x 8'	02 No:			
06	Greasing of Pump Motor	02 Job			
07	Repair of Panel Board	02 No:			
08	Non-Return Valve 6" dia	03 No:			
09	C.I Sluice valve 6" dia	03 No:			
10	C.I Bend 6" dia	06 No:			
11	C.I Flung 6" dia	24 No:			
12	Rubber Packing	60 No:			
13	Galvanized Nut Bolts	01 Job			
14	C.I foot valve 6" dia	02 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR & REHABILITATION OF CIVIL WORK @ WATER SUPPLY SCHEMES IN MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.	
(b)	Brief Description of Work	:	Repair & Rehabilitation of Civil Work @ Water Supply Schemes in Mithi Town.	
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.	
(d)	Estimate Cost	:	10,00,000/=	
(e)	Amount of Bid Security	:	20,000/=	
(f)	Period of Bid Validity	:	42-Days	
(g)	Security Deposit (including Bid Security)	:	1,00,000/=	
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.	
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M	
(j)	Time for completion from written order commence	:	6-Months	
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.	
(1)	Bid issued to Firm	:		
(m)	Deposit Receipt No: & Date	:		

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

MUNICIPAL COMMITTEE MITHI					
Vide D.R.No	Dated:				
& Charged Rs	Tender Fee				
Issued to M/S					

Percentage rate Tender and Contract work issued for the work: Repair & Rehabilitation of Civil Work @ Water Supply Schemes in Mithi Town.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

a.	General Description:	As Above			
b.	Estimated Cost:	Rs. 10,00,000/=			
c.	Earnest Money @ 2%	Rs. 20,000/=			
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=			
	Money @ 10%:				
e.	Percentage, if any to be deducted	Rs. 8%			
	from the bills:				

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
Of	

SCHEDULE "B"

REPAIR & REHABILITATION OF CIVIL WORK @ WATER SUPPLY SCHEMES MITHI TOWN.

1.	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift				
	upto 5 feet in sand 379.00 Cft	dy soil. (G.S.I.No. 18 (b) @ Rs. 2722/50	•	Rs. 1,032/=	
	379.00 CI	W Rs. 2122/30	F /00 CIL	RS. 1,032/-	
2.	curing complete (i		, compacting, finishing and washing of stone aggregate		
	924.00 Cft	@ Rs. 11288/75	P% Cft	Rs.1,04,308/	
	Ratio 1:2:4 569.00 Cft	@ Rs. 14429/25	P% Cft	Rs. 82,102/=	
3.	Pucca Brick work ratio (1:6) (G.S.I.N	_	nth in cement sand mortar		
	480.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 57,352/=	
4.	of steel reinforceme paid separately. The rendering and finishingle. (c) R.C.C wastructural members	ant and its labour for bend is rate also i/c of forms in hing the exposed surfaces work in roof slabs beams of a laid in situ or precast 1 90 lbs cement 2 cft sand	ar and material except the cost ding and binding which will be noulds lifting shuttering curing it is is is is is is is in a column and washing of columns rafts lintels and other aid in position complete in all and 4 cft shingles 1/8"guage.	Rs. 24,028/=	
	71.50 CI	@ Ks. 337/-	r.Cit	RS. 24,020/-	
5.	cutting bending, including cost of bars. (G.S.I.No. 8	laying in position ma binding wire (also inc.) (b) P-17).	r cement concrete including king joints and fastenings ludes removal of rust from	D 11.005/	
	2.864 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 14,325/=	
6.	Pucca brick wor (G.S.I.No.1 (b) P-2		cement sand mortar (1:4)		
	138.0 Cft	@ Rs. 13227/41	P% Cft	Rs. 18,254/=	
7.			g i/c struck joints up to). (G.S.I.No: 7 (c) P-21).		
	143.00 Cft	@ Rs. 12899/70	P% Cft	Rs. 18,447/=	
8.	i/c angle iron fi	rame 2" x 2" x 3/8"	with 1/16" thick sheeting and 3/4" squire bars 4" nent (G.S.I.No. 24 P-97).		

P.Sft

Rs. 65,041/=

89.50 Sft @ Rs. 726/72

9. Dry brick on edge paving sand grouted i/ c preparation of bed by watering, ramming and brining the same to proper camber by ½" thick mud plaster (G.S.I.No: 5 P- 46). 1560.0 Sft @ Rs. 3823/57 P% Sft Rs. 59,648/=10. Cement plaster (1:6) upto 12' height ½" thick. (G.S.I.No.13 (b) P-52). 1793.00 Sft @ Rs. 2206/60 P% Sft Rs. 39,564/=Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) 11. P-52). @ Rs. 2197/52 1793.00 Sft P% Sft Rs. 39,402/=12. Providing and laying 2" thick topping concrete ratio (1:2:4) surface finishing and dividing into panels 2" thick. (G.S.I.No. 16 (c) P-42). 1090.00 Sft @ Rs. 3275/50 P% Sft Rs. 35,703/=13. Painting new surface doors and windows three coats. (G.S.I.No. 5 P-68). 300.00 Sft @ Rs. 2116/41 P% Sft Rs. 6,349/=14. White washing (a) one-coat (G.S.I.No. 26 (b) P-59). 1793.00 Sft @ Rs. 416/63 P% Sft Rs. 7,470/=(b) Three Coats. @ Rs. 829/95 Rs. 996/= 120.00 Sft P% Sft Distempering three coats (G.S.I.No.24 P-59). 15. 2515.0 Sft @ Rs. 1681/90 P% Sft Rs. 42,300/=Total Rs. 6,16,321/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR & REHABILITATION OF PUMPING MACHINERY
FOR WATER SUPPLY SCHEME NO: 1, 2 & 3
MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

Name of Procuring Agency	:	Municipal Committee Mithi.
Brief Description of Work	:	Repair & Rehabilitation of Pumping Machinery for Water Supply Scheme No: 1, 2 & 3 Mithi Town.
Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
Estimate Cost	:	10,00,000/=
Amount of Bid Security	:	20,000/=
Period of Bid Validity	:	42-Days
Security Deposit (including Bid Security)	:	1,00,000/=
Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
Time for completion from written order commence	:	6-Months
Liquidity damage	:	0.5% of Bid Cost per day of delay.
Bid issued to Firm	:	
Deposit Receipt No: & Date	:	
	Brief Description of Work Procuring Agency Address: Estimate Cost Amount of Bid Security Period of Bid Validity Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage Bid issued to Firm	Brief Description of Work : Procuring Agency Address: : Estimate Cost : Amount of Bid Security : Period of Bid Validity : Security Deposit (including Bid Security) Venue, Time and Date of Bid Opening : Deadline for submission of Bid along with time. Time for completion from written order commence Liquidity damage : Bid issued to Firm :

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

Of

	Issued to M/S	
	·	Tender Fee
		Dated:
	vide D.R.No	Dateu
	MUNICIPAL COM	MITTEE MITHI
Reh		work issued for the work: Repair & or Water Supply Scheme No: 1, 2 & 3
in mem rate carridray of the work	e in before) and herein-after referred the under written memorandum norandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all reving and instruction in written referred annex condition of the contract and the second se	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	UNDERTAKING
com take Docu Sche Sche	terms and conditions as per printed plete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR & REHABILITATION OF PUMPING MACHINERY FOR WATER SUPPLY SCHEME NO: 1, 2 & 3 MITHI TOWN

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01	Repair of Supply Motor: 30 HP	03 No:			
	20 HP	04 No:			
	10 HP	02 No:			
02	Repair of Panel Board	06 No:			
03	G.I Pipe 6" dia	120 ft			
	4" dia	60 ft			
04	Foot valve Brass 4" dia	06 No:			
05	M.S Valve 6" dia	06 No:			
	4" dia	10 No:			
	3" dia	12 No:			
06	Supplying/fixing KSB Pump 65/20 ETA complete	03 No:			
07	Repair of Tube Well Panel Boards	06 No:			
08	Supplying/fixing Tube Well G.I Pipe 2" dia i/c Nut Bolts & flange welded packing.	90 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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.
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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 startling 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.

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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.

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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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

REPAIR & REHABILITATION OF PUMPING MACHINERY
FOR WATER SUPPLY SCHEME NO: 4, 5 & 6
MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair & Rehabilitation of Pumping Machinery for Water Supply Scheme No: 4, 5 & 6 Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Of

f.

		<u>, </u>
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
Rehab		work issued for the work: Repair & or Water Supply Scheme No: 4, 5 & 6
in th memo rate e carried drawin of the work a	in before) and herein-after referred e under written memorandum randum @ Rs percentered in the Schedule "B" memoral out and in accordance in all reng and instruction in written referred annex condition of the contract a	execution, for the Government of Sindh to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of trandum showing items of work to be espects with the specification designs, and to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
	Estimated Cost:	Rs. 10,00,000/=
	Earnest Money @ 2%	Rs. 20,000/=
	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
completake a Docum Sched	rms and conditions as per printed ete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.

SCHEDULE "B"

REPAIR & REHABILITATION OF PUMPING MACHINERY FOR WATER SUPPLY SCHEME NO: 4, 5 & 6 MITHI TOWN

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01	Repair of Supply Motor: 30 HP	01 No:			
	20 HP	02 No:			
02	Supplying/fixing KSB Pump 65/20 ETA complete	02 No:			
03	Repair of Panel Board	04 No:			
04	G.I Pipe 6" dia	120 ft			
	4" dia	60 ft			
05	Foot valve	04 No:			
06	Non-Return valve 6" dia	02 No:			
	4" dia	04 No:			
	3" dia	06 No:			
07	Supplying/fixing Tube Well G.I Pipe 2" dia i/c Nut Bolts & flange welded packing.	50 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF SCREENING CHAMBER INCLUDING PIPE LINE AT DRAINAGE SCHEME NO.1 MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of Screening Chamber including Pipe line at Drainage Scheme No.1 Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S	
& Charged Rs	Tender Fee
Vide D.R.No	Dated:

MUNICIPAL COMMITTEE MITHI

Percentage rate Tender and Contract work issued for the work: **Construction of Screening Chamber including Pipe line at Drainage Scheme No.1 Mithi.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=

c. Earnest Money @ 2% Rs. 20,000/=
d. Security Deposit i/c Earnest Rs. 1,00,000/=

Money @ 10%:

e. Percentage, if any to be deducted Rs. 8% from the bills:

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
0.0	

Of

SCHEDULE "B"

CONSTRUCTION OF SCREENING CHAMBER INCLUDING PIPE LINE @ DRAINAGE SCHEME NO: 1 MITHI

1. Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to one chain lift up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).

1944.0 Cft

@ Rs. 2722/50

P‰ Cft

Rs. 5,293/=

2. Cement concrete plain i/c placing, compacting, finishing and curing complete including screening and washing of stone aggregate without shuttering. Ratio (1:4:8) (G.S.I.No.5 (i) P-18). (1:4:8)

81.0 Cft

@ Rs. 11288/75

P% Cft

Rs. 9,144/=

3. Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16).

708.0 Cft

@ Rs. 337/=

P.Cft

Rs.2,38,596/=

4. Fabrication of mild steel reinforcement for cement concrete including cutting, bending, Laying in position making joints and fastenings including cost of binding wire (also i/c removal of rust from bars (G.S.I.No.8 (b) P-17).

28.446 Cwt

@ Rs. 5001/70

P.Cwt

Rs.1,42,278/=

Cement plaster (1:3) up to 12' height 1/2" thick.(G.S.I.No.10 P-52). 5.

520.00 Sft

@ Rs. 2344/59

P% Sft.

Rs. 12,192/=

6. Fabrication of heavy steel work with angles, tees, flat iron, iron and sheet iron for making trusses, girders, tanks etc, including cutting riveting, handing assembling and fixing but eluding erection in position. (G.S.I.No.2 P-91).

1.67 Cwt

@ Rs. 4928/49

P.Cwt

Rs. 8,231/=

7. Erection and fitting in position of iron tresses, staging of water tank etc. (G.S.I.No.3 P-91).

1.67 Cwt

@ Rs. 271/04

P.Cwt

Rs. 453/=

8. Excavation for pipe line in trenches and pits in sandy soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade. Cutting joint holes and disposal of surplus earth within a one chain as direct by Engineer Incharge providing fence guards lights, flags and temporary crossings for nonvehicular traffic wherever required lift up to 5 ft. (1.52 meter) lead upto one chain (30.5 m) (P.H.E.S.I.No. 2 P-60).

168.00 Cft

@ Rs. 3750/=

P‰ Cft

Rs. 630/=

9. Providing R.C.C pipes of A.S.T.M-C-76-62 T/C-76-70 Class-II Wall B and fixing in trenches i/c cutting, fitting and jointing with rubber ring i/c testing with water to specified pressure. (P.H.E.S.I.No. 1 (b) P-17).

12" dia

16.0 Rft

@ Rs. 412/=

P.Rft

Rs. 6,592/=

10. Supplying and embedding .CI foot steps of approved design weight not less than 15 Lbs (R.A Approved).

19 No:

@ Rs. 181/65

Each

Rs. 3,451/=

11. Refilling the excavated stuff in trenches 6" thick layer i/c watering, ramming, to full compaction etc complete. (P.H.S.I No. 24 P-77).

151.0 Cft

@ Rs. 2760/=

P‰ Cft

Rs. 417/=

Total

Rs. 4,27,277/=

Schedule-B Amount of 01 No: Screening Chamber = Rs. 4,27,277/=

Schedule-B Amount of 02 No: Screening Chamber

02 No:

@ Rs. 4,27,277/= Each

Rs. 8,54,554/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

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- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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.

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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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF WAITING SHED AND WIZU KHANA AT MARKAZI IMAM BARGAH SHOAIB-ABU-TALIB (A.S) MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of Waiting Shed and Wizu Khana at Markazi Imam Bargah Shoaib-Abu-Talib (A.S) Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

f.

C.D.NO:

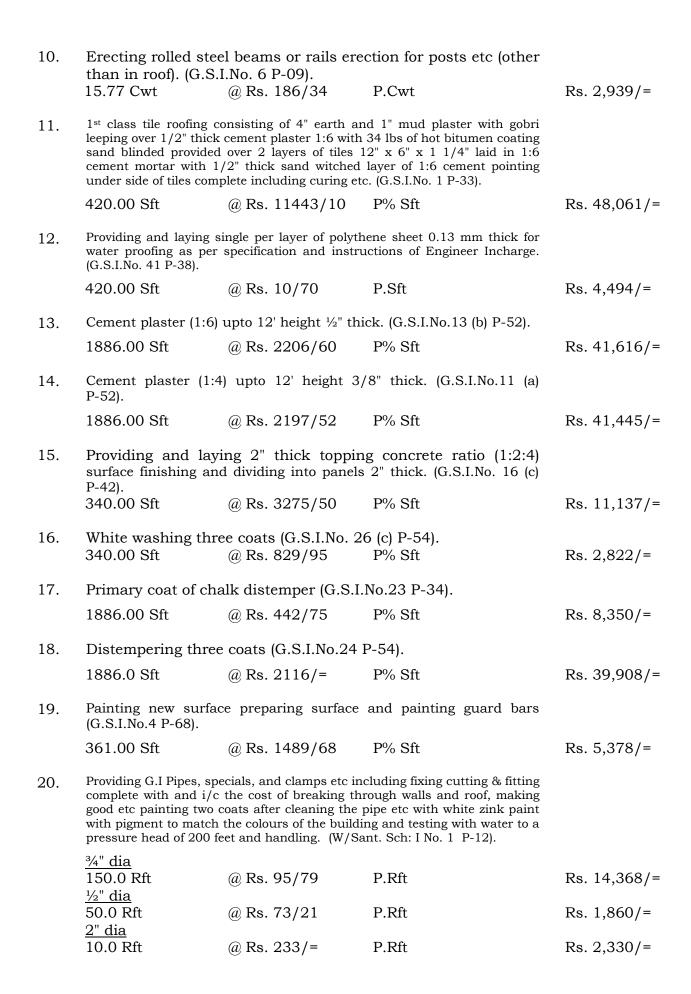
Of

	Issued to M/S	•
	·	Tender Fee
	_	Dated:
	MUNICIPAL COM	MITTEE MITHI
Wait		k issued for the work: Construction of rkazi Imam Bargah Shoaib-Abu-Talib
in t mem rate carri draw of th work	e in before) and herein-after referred the under written memorandum torandum @ Rs perce entered in the Schedule "B" memored out and in accordance in all refing and instruction in written referred annex condition of the contract and the second sec	execution, for the Government of Sindh to as Government of the work specified within the time specified in each ent, above/below/estimate schedule of brandum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	ANDUM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest Money @ 10%:	Rs. 1,00,000/=
e.	Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	JNDERTAKING
com _l take Docu	terms and conditions as per printed plete the agreement. In case of failu	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
	edule "B" attached herewith.	

SCHEDULE "B"

CONSTRUCTION OF WAITING SHED AND WIZU KHANA @ MARKAZI IMAM BARGAH SHOAIB ABU TALIB (A.S) MITHI.

1.	including dagbelling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5 feet in sandy soil. (G.S.I.No. 18 (b) P-4).				
	522.00 Cft	@ Rs. 3176/25	P‰ Cft	Rs. 1,658/=	
2.	Cement concrete brick or stone ballast 1 ½"to 2" gauge Ratio 1:6:12 (G.S.I.No. 4 (d) P-15).				
	249.00 Cft	@ Rs. 8122/25	P% Cft	Rs. 20,226/=	
3.		Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).			
	415.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 49,586/=	
4.	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also i/c of forms moulds lifting shuttering curing rendering and finishing the exposed surfaces i/c screening and washing of shingle. (c) R.C.C work in roof slabs beams columns rafts lintels and other structural members laid in situ or precast laid in position complete in all respect ratio (1:2:4) 90 lbs cement 2 cft sand and 4 cft shingles 1/8"guage.				
	(G.S.I.No. 6 (i) P-19). 131.00 Cft	@ Rs. 337/=	P.Cft	Rs. 44,147/=	
5.	Earth filling, watering and ramming earth under floor with new earth excavated from outside lead up to one chain and lift up to 5 feet (G.S.I.No. 22 P-5).				
	243.00 Cft	@ Rs. 3630/=	P‰ Cft	Rs. 882/=	
6.	Pucca brick work in ground floor in cement sand mortar (1:6) (G.S.I.No.1 (b) P-24).				
	583.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 69,659/=	
7.	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars. (G.S.I.No. 8 (b) P-17).				
	5.26 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 26,309/=	
8.	8. Supplying & Fixing M.S Girder size 8" x 4" (Sch: of Mat: Iter P-72).				
	8.25 Cwt	@ Rs. 3850/=	P.Cwt	Rs. 31,763/=	
9.	Supplying & fixing T-Iron. (S.M. I. No. 144 P-72).				
	7.52 Cwt	@ Rs. 3575/=	P.Cwt	Rs. 26,884/=	



21. Painting of G.I Pipe with 2 coats of zink paint for internal fittings. (W/Sant. Sch: I No. 3 P-13).

34" dia 150.0 Rft

@ Rs. 4/= P.Rft

Rs. 600/=

½" dia 50.0 Rft

@ Rs. 3/=

P.Rft

Rs. 150/=

<u>2" dia</u>

10.0 Rft

@ Rs. 7/=

P.Rft

Rs. 70/=

22. Supplying and fixing bib cock (W/Sant. Sch: I No. 2 (I) (a) P-16).

10 No:

@ Rs. 150/92

Each

Rs. 1,509/=

23. Providing & fixing full way gun metal valves with wheels, threaded or flanged ends with rubber washing (W/Sant. Sch: I No. 4 (A) P-17).

3/4" dia

01 No:

@ Rs. 197/12

Each

Rs. 197/=

Total Rs. 4,98,348/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER

MUNICIPAL COMMITTEE MITHI

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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.

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(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.

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Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF WATER TANK AND WASH ROOMS AT MARKAZI IMAM BARGAH SHOAIB-ABU-TALIB (A.S) MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of Water Tank and Wash Rooms at Markazi Imam Bargah Shoaib-Abu-Talib (A.S) Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDD

f.

C.D.NO:

Of

	STANDARD BIDDING DOCUMEN	II BELOW RS. 2.500 MILLION
	Issued to M/S	
	& Charged Rs	Tender Fee
	Vide D.R.No	Dated:
	MUNICIPAL COM	MITTEE MITHI
Wat	_	k issued for the work: Construction of kazi Imam Bargah Shoaib-Abu-Talib
in men rate carr draw of the	the under written memorandum norandum @ Rs perce entered in the Schedule "B" memoried out and in accordance in all rewing and instruction in written referred he annex condition of the contract as	to as Government of the work specified within the time specified in each nt, above/below/estimate schedule of randum showing items of work to be espects with the specification designs, ed to in Rule-I here of and in Clause-12 and agree that when materials for the ach materials at the rate to be paid for to.
	MEMORA	
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
e.	Money @ 10%: Percentage, if any to be deducted from the bills:	Rs. 8%
f.	Time allowed for completion of the work is:	6-Months
	CONTRACTOR U	<u>INDERTAKING</u>
com take	terms and conditions as per printed plete the agreement. In case of failure	rates after taking into consideration all Standard Bidding Document so as to re the Department will be as liberty to greement printed in Standard Bidding and accepted by me.
	edule "A"NILedule "B" attached herewith.	

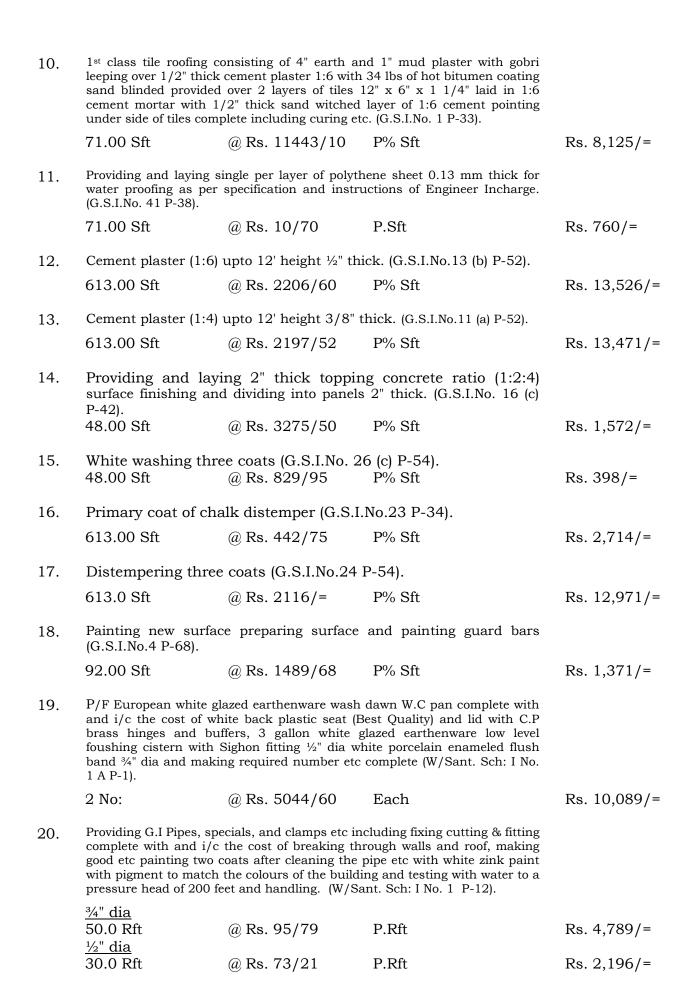
CONTRACTOR

Dated:

SCHEDULE "B"

CONSTRUCTION OF WATER TANK AND WASH ROOMS @ MARKAZI IMAM BARGAH SHOAIB ABU TALIB (A.S) MITHI.

1.	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5 feet in sandy soil. (G.S.I.No. 18 (b) P-4).			
	163.00 Cft	@ Rs. 3176/25	P‰ Cft	Rs. 518/=
2.	Cement concrete 1:6:12 (G.S.I.No.		st 1 ½"to 2" gauge Ratio	
	46.00 Cft	@ Rs. 8122/25	P% Cft	Rs. 3,736/=
3.	Pucca Brick work ratio (1:6) (G.S.I.No		nth in cement sand mortar	
	125.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 14,935/=
4.	of steel reinforcemer paid separately. This rendering and finish shingle. (c) R.C.C we structural members respect ratio (1:2:4)	at and its labour for bend is rate also i/c of forms me ling the exposed surfaces ork in roof slabs beams of laid in situ or precast la 90 lbs cement 2 cft sand	ar and material except the cost ding and binding which will be houlds lifting shuttering curing i/c screening and washing of columns rafts lintels and other aid in position complete in all and 4 cft shingles 1/8"guage.	
	(G.S.I.No. 6 (i) P-19). 69.00 Cft		P.Cft	Rs. 23,253/=
5.	Earth filling, watering and ramming earth under floor with new earth excavated from outside lead up to one chain and lift up to 5 feet (G.S.I.No. 22 P-5).			
	71.00 Cft	@ Rs. 3630/=	P‰ Cft	Rs. 258/=
6.	Pucca brick work (G.S.I.No.1 (b) P-	_	cement sand mortar (1:6)	
	259.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 30,946/=
7.	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars. (G.S.I.No. 8 (b) P-17).			
	2.77 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 13,855/=
8.	Supplying & fixing	ng T-Iron. (S.M. I. No.	144 P-72).	
	1.22 Cwt	@ Rs. 3575/=	P.Cwt	Rs. 4,361/=
9.	Erecting rolled st than in roof). (G.		ection for posts etc (other	
	1.22 Cwt	@ Rs. 186/34	P.Cwt	Rs. 227/=



21. Painting of G.I Pipe with 2 coats of zink paint for internal fittings. (W/Sant. Sch: I No. 3 P-13). 3/4" dia 50.0 Rft @ Rs. 4/= P.Rft Rs. 200/=½" dia 30.0 Rft @ Rs. 3/=Rs. 90/=P.Rft 22. Supplying and fixing bib cock (W/Sant. Sch: I No. 2 (I) (a) P-16). 2 No: @ Rs. 150/92 Rs. 302/= Each 23. Providing & fixing full way gun metal valves with wheels, threaded or flanged ends with rubber washing (W/Sant. Sch: I No. 4 (A) P-17). 3/4" dia 01 No: @ Rs. 197/12 Each Rs. 197/= Supplying/fixing 1st class deodar wood wrought joinery in doors and 24. windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats, handles and cords with hooks etc (G.S.I.No. 7 (b) P-58). 40.0 Sft @ Rs. 1273/76 P.Sft Rs. 50,950/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

Rs. 2,15,810/=

Total

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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.

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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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF OFFICE ROOMS IN MUNICIPAL COMMITTEE MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair/Construction of Office Rooms in Municipal Committee Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S		
& Charged Rs	Tender Fee	
Vide D.R.No	Dated:	
MUNICIPAL COMMITTEE MITHI		

Percentage rate Tender and Contract work issued for the work: **Repair/Construction of Office Rooms in Municipal Committee Mithi.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

	MEMOR	ANDOM
a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
	Money @ 10%:	
e.	Percentage, if any to be deducted	Rs. 8%
	from the bills:	

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
\circ t	

Of

SCHEDULE "B"

REPAIR/CONSTRUCTION OF OFFICE ROOMS IN MUNICIPAL COMMITTEE MITHI.

1.	Dismantling pucca 13 P-10).	brick work in lime or	cement mortar. (G.S.I.No.	
	1488.0 Cft	@ Rs. 1285/63	P% Cft	Rs. 19,130/=
2.	Pucca Brick work in ratio (1:6) (G.S.I.No.		th in cement sand mortar	
	780.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 93,197/=
3.			ng concrete ratio (1:2:4) s 2" thick. (G.S.I.No. 16 (c)	
	100.00 Sft	@ Rs. 3275/50	P% Sft	Rs. 3,276/=
4.	leeping over 1/2" thick sand blinded provided cement mortar with 1	cement plaster 1:6 with l over 2 layers of tiles	and 1" mud plaster with gobri 34 lbs of hot bitumen coating 12" x 6" x 1 1/4" laid in 1:6 layer of 1:6 cement pointing cc. (G.S.I.No. 1 P-33).	
	1588.00 Sft	@ Rs. 11443/10	P% Sft	Rs.1,81,716/=
5.		ofing as per specific	polythene sheet 0.13 mm eation and instructions of	
	1488.00 Sft	@ Rs. 10/70	P.Sft	Rs. 15,922/=
6.	Supplying & Fixing I P-72).	M.S Girder size 8" x 4'	(Sch: of Mat: Item No: 140	
	39.50 Cwt	@ Rs. 3850/=	P.Cwt	Rs.1,52,075/=
7.	Supplying & fixing	T-Iron. (S.M. I. No.	144 P-72).	
	17.27 Cwt	@ Rs. 3575/=	P.Cwt	Rs. 61,740/=
8.	Cement plaster (1:4)	upto 12' height ½" th	ick. (G.S.I.No.11 (b) P-52).	
	3520.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 80,394/=
9.	(a) P-52).	, 1	3/8" thick. (G.S.I.No.11	
	3520.00 Sft	@ Rs. 3015/76	P% Sft	Rs.1,06,155/=
10.	hinged doors or Alc	cop made with 5 mm (Japan) locks i/c han .I.No. 83 P-108).	um channels framing for thick tinted glass glazing dles stoppers etc. (b) Dluxe P.Sft	Rs. 42,214/=
		,		10. 74,417/
11.	windows & ventilators (Belgium) & Alumin	of Alcop made with 51 um fly screen, i/c b	channels framing for sliding mm thick tinted glass glazing handles stoppers & locking bonze). (G.S.I.No. 84 P-108). P.Sft	Rs. 19,772/=
	00 010			

12. Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 (G.S.I.No. 25 P-43).

100.00 Sft

@ Rs. 27747/06 P% Sft Rs. 27,747/=

Providing and fixing iron steel grill door with angle iron frame of 1 1/2" 13. x 1 $\frac{1}{2}$ " x $\frac{1}{4}$ " and flat iron $\frac{3}{4}$ " x $\frac{1}{4}$ " with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge. (G.S.I.No. 30 P-93).

88.0 Sft

@ Rs. 194/16

P.Sft

Rs. 17,086/=

Total Rs. 8,20,424/=

CONTRACTOR

MUNICIPAL ENGINEER MUNICIPAL COMMITTEE MITHI

CHIEF MUNICIPAL OFFICER

MUNICIPAL COMMITTEE MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF A-TYPE DRAIN @ EAST BAJEER & RAJAR PARO MITHI

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of A-Type Drain @ East Bajeer & Rajar Paro Mithi
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

MUNICIPAL COMMITTEE MITHI		
Vide D.R.No	Dated:	
& Charged Rs	Tender Fee	
Issued to M/S		

Percentage rate Tender and Contract work issued for the work: Construction of A-Type Drain @ East Bajeer & Rajar Paro Mithi

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
	Money @ 10%:	
		D 00/

e. Percentage, if any to be deducted Rs. 8% from the bills:

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
0.0	

Of

SCHEDULE "B"

CONSTRUCTION OF A-TYPE DRAIN @ EAST BAJEER & RAJAR PARO MITHI.

1.	Dismantling of bric 38.0 Cft	k work in cement mort @ Rs. 1285/63	tar (G.S.I.No.13 P-10). P% Cft	Rs. 489/=
2.	Excavation in foundation of building bridges and other structures including Dag belling, dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I.No.18 (a) P-4).			
	2609.0 Cft	@ Rs. 2722/50	P‰ Cft	Rs. 7,103/=
3.	Cement concrete plain i/c placing, compacting, finishing and curing complete including screening and washing of stone aggregate without shuttering. Ratio (1:4:8) (G.S.I.No.5 (i) P-15). (1:4:8)			
	1078.0 Cft (1:2:4)	@ Rs. 11288/75	P% Cft	Rs.1,21,693/=
	312.0 Cft	@ Rs. 14429/25	P% Cft	Rs. 45,019/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20).			
	1576.0 Cft	@ Rs. 11948/36	P% Cft	Rs.1,88,306/=
5.	Constructing of standard open drain connote block of cement concrete (1:2:4) in situ to the design profile including cost of mould as per drawing including applying floating coat of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing. (P.H.S.I.No. (D) P-44).			
	1100.0 Rft	@ Rs. 94/=	P.Rft	Rs.1,03,400/=
6.	Cement plaster (1:4) 3025.00 Sft	up to 12' height 1/2" thi @ Rs. 2283/93	ck. (G.S.I.No.11 (b) P-51). P% Sft	Rs. 69,089/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-16). 249.0 Cft @ Rs. 337/= P.Cft Rs. 83,913/=			
0		,	cement concrete including	, ,
8.	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, Laying in position making joints and fastenings including cost of binding wire (also i/c removal of rust from bars (G.S.I.No.7 (ii) P-16).			D 50.017/

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

Total

 $\frac{\text{Rs. } 50,017/=}{\text{Rs. } 6,69,029/=}$

10.00 Cwt @ Rs. 5001/70 P.Cwt

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

CONSTRUCTION OF OFFICER RESIDENCE @ WATER SUPPLY SCHEME NO: 7 BY-PASS ROAD MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of Officer Residence @ Water Supply Scheme No: 7 By-Pass Road Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S	
& Charged Rs	Tender Fee
Vide D.R.No	Dated:
MUNICIPAL COMMIT	TEE MITHI

Percentage rate Tender and Contract work issued for the work: Construction of Officer Residence @ Water Supply Scheme No: 7 By-Pass Road Mithi.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. ______ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

	
General Description:	As Above
Estimated Cost:	Rs. 10,00,000/=
Earnest Money @ 2%	Rs. 20,000/=
Security Deposit i/c Earnest	Rs. 1,00,000/=
Money @ 10%:	
Percentage, if any to be deducted	Rs. 8%
from the bills:	
Time allowed for completion of the	6-Months
	Estimated Cost: Earnest Money @ 2% Security Deposit i/c Earnest Money @ 10%: Percentage, if any to be deducted from the bills:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
Of	

work is:

CONTRACTOR

1.	including dagbellin excavated earth wa	g dressing, refilling	· ·	Rs. 3,710/=
2.	(G.S.I.No. 4 (b) P-14).	½"to 2" gauge Ratio 1:4:8	
	405.00 Cft	@ Rs. 9416/28	P% Cft	Rs. 38,136/=
3.	Pucca Brick work i ratio (1:6) (G.S.I.No. 784.0 Cft		nth in cement sand mortar	Rs.93,675/=
4.	Reinforced cement cor of steel reinforcement paid separately. This rendering and finishin shingle. (c) R.C.C wor structural members 1	and its labour for benderate also i/c of forms mag the exposed surfaces k in roof slabs beams caid in situ or precast laborate.	ar and material except the cost ding and binding which will be coulds lifting shuttering curing i/c screening and washing of columns rafts lintels and other aid in position complete in all and 4 cft shingles 1/8"guage.	10.50,010
	304.00 Cft	@ Rs. 337/=	P.Cft	Rs.1,02,448/=
5.	cutting bending, la	lying in position ma inding wire (also incl	r cement concrete including king joints and fastenings ludes removal of rust from	Rs. 47,516/=
c		,		16. 17,010/
6.	(G.S.I.No.5 (i) (c) 1 1056.0 Cft	_	cement sand mortar (1:6) P% Cft	Rs.1,33,841/=
7.			" (Sch: of Mat: Item No: 140	, , , , , , , , , , , , , , , , , , , ,
	16.0 Cwt	@ Rs. 3850/=	P.Cwt	Rs. 61,600/=
8.	Supplying & fixing	g T-Iron. (S.M. I. No.	144 P-72).	
	12.46 Cwt	,	P.Cwt	Rs. 44,545/=
9.		el beams or rails er	ection for posts etc (other	
	28.46 Cwt	@ Rs. 186/34	P.Cwt	Rs. 5,303/=
10.	hinged doors or Ale	cop made with 5 mm a (Japan) locks i/c har	num channels framing for in thick tinted glass glazing indles stoppers etc. (b) Dluxe P.Sft	Rs.69,352/=
11.	Supplying & fixing in windows & ventilator (Belgium) & Alumin arrangement etc comp	in position Aluminum s of Alcop made with 5 tum fly screen, i/c	channels framing for sliding mm thick tinted glass glazing handles stoppers & locking ronze). (G.S.I.No. 84 P-108).	•
	32.00 Sft	@ Rs. 1647/69	P.Sft	Rs.52,726/=

12.	cement and pigmer (G.S.I.No. 25 P-43).	nt on a bed of 3/4"	tiles ¼" thick laid in withick cement mortar	1:2	
	72.00 Sft	@ Rs. 27747/06	P% Sit	Rs.19,978/=	
13.		" thick laid in pigme uding finishing. (G.S.I @ Rs. 28299/30		and Rs. 27,167/=	
14.	Cement plaster (1:4)	upto 12' height ½" th	ick. (G.S.I.No.11 (b) P-5	2).	
	3561.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 81,331/=	
15.	Cement plaster (1:4 P-52).	4) upto 12' height 3	/8" thick. (G.S.I.No.11	(a)	
	742.00 Sft	@ Rs. 2197/52	P% Sft	Rs. 16,306/=	
16.			ng concrete ratio (1:22" thick. (G.S.I.No. 16 P-4 P% Sft		
17.	1st class tile roofing consisting of 4" earth and 1" mud plaster with gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12" x 6" x 1 1/4" laid in 1:6 cement mortar with 1/2" thick sand witched layer of 1:6 cement pointing under side of tiles complete including curing etc. (G.S.I.No. 1 P-33).				
	588.00 Sft	@ Rs. 11443/10	P% Sft	Rs. 67,285/=	
18.	thick for water pro Engineer Incharge. (oofing as per specific G.S.I.No. 41 P-38).	polythene sheet 0.13 :	s of	
	588.00 Sft	@ Rs. 10/70	P.Sft	Rs. 6,292/=	
19.	White washing three 4081.00 Sft	ee coats (G.S.I.No. 2 @ Rs. 829/95	6 (c) P-54). P% Sft	Rs. 33,870/=	
20.	Distempering three	e coats (G.S.I.No.24	P-54).		
	4081.0 Sft	@ Rs. 2116/=	P% Sft	Rs. 86,354/=	
21.	Painting new surface (G.S.I.No.4 P-68).	ce preparing surface	and painting guard b	pars	
	598.00 Sft	@ Rs. 1489/68	P% Sft	Rs. 8,908/=	
22.	x 1 ½" x ¼" and flat	t iron ¾" x ¼" with ap ded in masonry as p	th angle iron frame of 1 oproved design and lock er instruction of Engir	ring	
	50.0 Sft	@ Rs. 194/16	P.Sft Total	$\frac{\text{Rs. } 9,708}{\text{Rs. } 10,21,522}$ =	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

UNICIPAL COMMITTEE MITHI

CONDITIONS OF CONTRACT

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

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

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 - (i) Contractor causes a breach of any clause of the contract:
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 - (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 Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

SUPPLY OF 6 NO: REFUSE RICKSHAW FOR SANITATION BRANCH MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply of 06 No: Refuse Rickshaw for sanitation Branch Mithi
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER MUNICIPAL COMMITTEE MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WOR	K: SUPPLY OF 6 NO: REFUSE RICKSHAY	W FOR SANITATION BRANCH MITHI.
NAME	OF CONT	TRACTOR TO WHOM TENDER ISSUED: _	
TEND	ER FEE	RECEIVED VIDE D.R. NO:	Dated:
TEND		RECEIVED VIBE D.K. NO.	Batted.
		<u>MEMORANDUM</u>	
a).	General	Description:	As above.
b).		ed Cost:	Rs. Quoted Rate
c).		Money @ 2%	Rs. 20,000/=
d).		ecurity Deposit i/c Earnest	
	Money (9	Rs. 1,00,000/=
e).		age, if any to be deducted	
	from Bil		8%
f).		owed for the work from the date	
	of writte	en order to commence is:	6-Months
items specif and in the w	of wor ications, n clause ork are p	of the tendered rates specified in Sk to be carried out) and in accordesigns, drawings and instructions in of the annexed conditions of contract provided by Government such material wided schedule-A hereto.	ordance in all respects with the a writing referred to in Rule I here of and agrees that when materials for
	of the rand thated.	/We shall not withdraw and ask for period shown, as under, commencing it if it is withdrawn in violation of this when the sanctioning authority for the	ng from the date of opening of the s conditions earnest money shall be
		5 ,	
1.	•••••		One Month.
2.			Two Months.
3.			Three Months.
4.	Governm	nent	Six Months.
	Е	all terms and conditions will be ap Bidding Document The successful tendered shall have to sign	•
	т, 1	ine succession removitor small mave to sign	sii uic agreemeni in printeu Stalluaru

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLY OF 6 NO: REFUSE RICKSHAW FOR SANITATION BRANCH MITHI.

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Supply of Chingchi Rickshaw with Refuse Collecting Box for Refuse Collection in Mithi Town.	06 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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.

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Clause - 7: Payments.

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

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- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal Engineer.
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 - (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 expire of three months from the date on which the work is completed.

CONTRACTOR

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

TENDER DOCUMENTS

SUPPLYING/FIXING FURNITURE FOR BILAWAL BHUTTO LIBRARY MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supplying/fixing furniture for Bilawal Bhutto Library Mithi
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WO	RK: SUPPLYING/FIXING FURNITURE FOF	R BILAWAL BHUTTO LIBRARY MITHI.
NAME	OF CON	NTRACTOR TO WHOM TENDER ISSUED: _	
		_	
TEND	ER FEE	RECEIVED VIDE D.R. NO:	Dated:
		MEMORANDUM	
a). b). c).	Estima	al Description: ated Cost: st Money @ 2%	As above. Rs. Quoted Rate Rs. 20,000/=
d).	Total S Money	Security Deposit i/c Earnest @ 10%:	Rs. 1,00,000/=
e). f).	from B	tage, if any to be deducted Bills: Illowed for the work from the date	8%
,		ten order to commence is:	6-Months
memoritems specified and in the week	specificorandum of wo ications n clause ork are	I/We hereby tender for the execution ed in the under written memorandum of the tendered rates specified in Sork to be carried out) and in access, designs, drawings and instructions in the of the annexed conditions of contract provided by Government such material covided schedule-A hereto.	within the time specified in such Schedule-B (Memorandum showing ordance in all respects with the writing referred to in Rule I here of and agrees that when materials for
	of the rand th	I/We shall not withdraw and ask for period shown, as under, commencinat if it is withdrawn in violation of this	ng from the date of opening of the
		When the sanctioning authority for the	tender is:
1.			One Month.
2.			Two Months.
3.			Three Months.
4.	Govern	nment	Six Months.
	3.	All terms and conditions will be ap Bidding Document	•
	4.	The successful tendered shall have to sign	gu the agreement in printed Standard

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLYING/FIXING FURNITURE FOR BILAWAL BHUTTO LIBRARY MITHI.

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Wooden Reading Chairs with net on back seat	50 No:			
02.	Office Table (3 x 5)	02 No:			
03.	Library Table (10 x 4) Talhi Wood Farmica Top	02 No:			
04.	Revolving Chair	02 No:			
05.	Plastic Chair Good Quality	20 No:			
06.	A.C 1.5 Ton with stabilizer	02 No:			
07	Almirah Iron 6' x 4'	06 No:			
08	Digital UPS 8 x 8 with Battery	02 No:			
09	Ceiling Fan	10 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLY OF 6 NO: TYRES AND P.T.O FOR FIRE BRIGADE VEHICLE NO: GS-9005.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply of 6 No: Tyres and P.T.O for Fire Brigade Vehicle No: GS-9005.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

SUPPLY OF 6 NO: TYRES AND P.T.O FOR FIRE BRIGADE VEHICLE

NAME OF WORK:

		NO: GS-9005.	
NAME	OF CO	NTRACTOR TO WHOM TENDER ISSUED: _	
TEND	ER FEE	RECEIVED VIDE D.R. NO:	Dated:
		MEMORANDUM	
a). b). c). d). e).	Estim Earne Total Money Percer from I Time a of write	ral Description: lated Cost: lest Money @ 2% Security Deposit i/c Earnest ly @ 10%: Intage, if any to be deducted Bills: allowed for the work from the date tten order to commence is: I/We hereby tender for the execution led in the under written memorandum	
memo items specif and in the w	orandur of we ication n claus ork are	m of the tendered rates specified in Sork to be carried out) and in access, designs, drawings and instructions in the of the annexed conditions of contract provided by Government such material provided schedule-A hereto.	Schedule-B (Memorandum showing ordance in all respects with the writing referred to in Rule I here of and agrees that when materials for
	r and t	I/We shall not withdraw and ask for e period shown, as under, commencing that if it is withdrawn in violation of this when the sanctioning authority for the	ng from the date of opening of the s conditions earnest money shall be
		Ç	
1.			
2.			
3.	•••••		Three Months.
4.	Gover	nment	Six Months.
	3.4.	All terms and conditions will be ap Bidding Document The successful tendered shall have to sign	•
		The saccessial tellacted silali liave to sign	51 all asicomoni in printed biandard

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLY OF 6 NO: TYRES AND P.T.O FOR FIRE BRIGADE VEHICLE NO: GS-9005

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Tyre General 1000/20/16 Ply Rating for Fire Brigade Vehicle GS-9005	06 Nos:			
02	P.T.O including all accessories for Fire Brigade vehicle GS-9005.	01 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLY OF 12 NO: TYRES FOR FIRE BRIGADE VEHICLE MASTER AND LOADER MASTER.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply of 12 No: Tyres for Fire Brigade vehicle Master and Loader Master.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WO	RK: SUPPLY OF 12 NO: TYRES FOR FIRE BRIGADE VEHICLE MASTER AND LOADER MASTER.
NAME	OF CO	NTRACTOR TO WHOM TENDER ISSUED:
TENDI	ER FEE	RECEIVED VIDE D.R. NO: Dated:
		<u>MEMORANDUM</u>
a).b).c).d).e).	Estimate Earne Total S Money Percer from E	As above. As above. Rs. Quoted Rate Rs. 20,000/= Security Deposit i/c Earnest (a) 10%: Rs. 1,00,000/= R
memo items specifi and in the we	orandur of wo ications n claus ork are	I/We hereby tender for the execution for the Government of Sindh of the din the under written memorandum within the time specified in such of the tendered rates specified in Schedule-B (Memorandum showin ork to be carried out) and in accordance in all respects with the states, designs, drawings and instructions in writing referred to in Rule I here of the annexed conditions of contract and agrees that when materials for provided by Government such materials and the rates to be paid for the revoided schedule-A hereto.
	r and t	I/We shall not withdraw and ask for the return of earnest money before period shown, as under, commencing from the date of opening of the nat if it is withdrawn in violation of this conditions earnest money shall be
		When the sanctioning authority for the tender is:
1.		One Month.
2.		
3.		
4.	Gover	nment Six Months.
	3.4.	All terms and conditions will be applicable as per Printed Standard Bidding Document The successful tendered shall have to sign the agreement in printed Standard

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLY OF 12 NO: TYRES FOR FIRE BRIGADE VEHICLE MASTER AND LOADER MASTER.

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Tyre General 6/50/16 ply Rating for Fire Brigade Vehicle Master & Loader Master.	12 Nos:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLY OF 4-CORE CABLE 37/83 COPPER 500
METERS FOR PIPE LINE W/S SCHEME MITHI-NAUKOT.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply of 4-core Cable 37/83 copper 500 meters for Pipe Line W/S Scheme Mithi-Naukot
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WO	ORK: SUPPLY OF 4-CORE CABLE 37/83 COPPER ! LINE W/S SCHEME MITHI-NAUKOT.	500 METERS FOR PIPE
NAME	OF CO	ONTRACTOR TO WHOM TENDER ISSUED:	
TENDI	ER FEE	E RECEIVED VIDE D.R. NO:	Dated:
		<u>MEMORANDUM</u>	
a).b).c).d).e).	Estimate Earne Total Standard Money Percer from E	eral Description: mated Cost: mest Money @ 2% I Security Deposit i/c Earnest ey @ 10%: entage, if any to be deducted Bills: allowed for the work from the date ritten order to commence is: As above. Rs. Quoted Rs. 10,000, Rs. 50,000, 8% 6-Months	/=
memo items specifi and ir the we	randur of wo ications oclaus ork are	I/We hereby tender for the execution for the Goverfied in the under written memorandum within the um of the tendered rates specified in Schedule-B (work to be carried out) and in accordance in ms, designs, drawings and instructions in writing referse of the annexed conditions of contract and agrees the provided by Government such materials and the rapprovided schedule-A hereto.	time specified in such Memorandum showing all respects with the rred to in Rule I here of that when materials for
	r and t	I/We shall not withdraw and ask for the return one period shown, as under, commencing from the that if it is withdrawn in violation of this conditions	date of opening of the
		When the sanctioning authority for the tender is:	
1.			One Month.
2.			Two Months.
3.			Three Months.
4.	Gover	rnment	Six Months.
	3.4.	All terms and conditions will be applicable as Bidding Document The successful tendered shall have to sign the agreen	•

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLY OF 4-CORE CABLE 37/83 COPPER 500 METERS FOR PIPE LINE WATER SUPPLY SCHEME MITHI-NAUKOT

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Supplying and fixing 4-core cable 37/83 Copper.	500 Meter			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLYING OF 10 NO: SUBMERSIBLE MOTOR 5.5 HP WITH PUMP FOR TUBE WELL W/S SCHEMES MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supplying of 10 No: Submersible Motor 5.5 HP with Pump for Tube Well W/S Schemes Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WO	RK: SUPPLYING OF 10 NO: SUBMERSIBLE MOTOR 5.5 HP WITH PUME FOR TUBE WELL W/S SCHEMES MITHI.
NAME	OF CO	NTRACTOR TO WHOM TENDER ISSUED:
TENDI	ER FEE	RECEIVED VIDE D.R. NO: Dated:
		<u>MEMORANDUM</u>
a).b).c).d).e).	Estima Earne Total S Money Percer from E Time a	al Description: ated Cost: St Money @ 2% Security Deposit i/c Earnest As above. Rs. Quoted Rate Rs. 20,000/= Rs. 1,00,000/= Rs. 1,00,0
memo items specifi and in the we	randur of wo ications orkare	I/We hereby tender for the execution for the Government of Sindh of the ed in the under written memorandum within the time specified in such of the tendered rates specified in Schedule-B (Memorandum showing ork to be carried out) and in accordance in all respects with the s, designs, drawings and instructions in writing referred to in Rule I here of the annexed conditions of contract and agrees that when materials for provided by Government such materials and the rates to be paid for them rovided schedule-A hereto.
	r and t	I/We shall not withdraw and ask for the return of earnest money before period shown, as under, commencing from the date of opening of the hat if it is withdrawn in violation of this conditions earnest money shall be
		When the sanctioning authority for the tender is:
1.		One Month.
2.		Two Months.
3.		
4.	Gover	nment Six Months.
	3.4.	All terms and conditions will be applicable as per Printed Standard Bidding Document The successful tendered shall have to sign the agreement in printed Standard

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLYING OF 10 NO: SUBMERSIBLE MOTOR 5.5 HP WITH PUMP FOR TUBE WELL W/S SCHEMES MITHI

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Supply of submersible Motor 5.5 HP with pump etc complete	10 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLYING AND FIXING OF 2 NO: SUPPLY MOTOR SIEMENS 40 HP 2800 RPM FOR W/S SCHEMES MITHI TOWN.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supplying and fixing of 2 No: Supply Motor Siemens 40 HP 2800 RPM for W/S Schemes Mithi Town.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WOR	K: SUPPLYING AND FIXING OF 2 NO 2800 RPM FOR W/S SCHEMES MI	O: SUPPLY MOTOR SIEMENS 40 HP
NAME	OF CONT	TRACTOR TO WHOM TENDER ISSUED:	
TENDI	ER FEE _	RECEIVED VIDE D.R. NO:	Dated:
		MEMORANDUM	
a).b).c).d).	Estimat Earnest	Description: ded Cost: Money @ 2% ecurity Deposit i/c Earnest	As above. Rs. Quoted Rate Rs. 20,000/=
e).	Money (e Percenta from Bil	@ 10%: age, if any to be deducted lls:	Rs. 1,00,000/= 8%
f).		lowed for the work from the date en order to commence is:	6-Months
memo items specifi and ir the we	specified randum of work ications, n clause ork are p	We hereby tender for the execution of the under written memorandum of the tendered rates specified in Sk to be carried out) and in accordesigns, drawings and instructions in of the annexed conditions of contract provided by Government such material by wided schedule-A hereto.	within the time specified in such chedule-B (Memorandum showing rdance in all respects with the writing referred to in Rule I here of and agrees that when materials for
	of the and thated.	/We shall not withdraw and ask for t period shown, as under, commencin at if it is withdrawn in violation of this	g from the date of opening of the conditions earnest money shall be
	V	When the sanctioning authority for the	tender is:
1.			One Month.
2.			Two Months.
3.			Three Months.
4.	Governm	ment	Six Months.
	Е	all terms and conditions will be ap Bidding Document The successful tendered shall have to sig	•

(CONTRACTOR)

Bidding Document

SCHEDULE "B"

SUPPLYING AND FIXING OF 2 NO: SUPPLY MOTOR SIEMENS 40 HP 2800 RPM FOR W/S SCHEMES MITHI TOWN.

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Supplying/fixing of water Supply Motor Siemens 40 HP 2800 RPM	02 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

REPAIR OF 04 NO: PANEL BOARDS (200 HP) FOR PIPE LINE W/S SCHEME MITHI-NAUKOT.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Repair of 04 No: Panel Boards (200 HP) for Pipe Line W/S Scheme Mithi-Naukot.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME	OF WO	RK: REPAIR OF 04 NO: PANEL BOARDS (200 HP) FOR PIPE LINE W/S SCHEME MITHI-NAUKOT.
NAME	OF COI	NTRACTOR TO WHOM TENDER ISSUED:
TENDI	ER FEE	RECEIVED VIDE D.R. NO: Dated:
		<u>MEMORANDUM</u>
a).b).c).d).e).	Estimate Earner Total S Money Percer from E Time a	As above. As above. As above. As above. As Money @ 2% Becurity Deposit i/c Earnest Fr @ 10%: Betage, if any to be deducted Bills: Billowed for the work from the date ten order to commence is: As above. Rs. Quoted Rate Rs. 10,000/= Rs. 50,000/= Rs. 50,000/= 6-Months
memo items specif and in the we	orandur of wo ications n clauso ork are	I/We hereby tender for the execution for the Government of Sindh of the ed in the under written memorandum within the time specified in such of the tendered rates specified in Schedule-B (Memorandum showing ork to be carried out) and in accordance in all respects with the states, designs, drawings and instructions in writing referred to in Rule I here of the annexed conditions of contract and agrees that when materials for provided by Government such materials and the rates to be paid for them revided schedule-A hereto.
	r and t	I/We shall not withdraw and ask for the return of earnest money before period shown, as under, commencing from the date of opening of the nat if it is withdrawn in violation of this conditions earnest money shall be
1011010		When the sanctioning authority for the tender is:
1. 2.		
3.		
4.	Gover	nment Six Months.
	3.4.	All terms and conditions will be applicable as per Printed Standard Bidding Document The successful tendered shall have to sign the agreement in printed Standard

(CONTRACTOR)

Bidding Document

SCHEDULE "B" REPAIR OF 04 NO: PANEL BOARDS (200 HP) FOR PIPE LINE W/S SCHEME MITHI-NAUKOT

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
	Zero Point 200 HP Motor				
A.	Repair of Panel Board				
01	Heat Sensor Siemens.	01 No:			
02	Contactor 3RT 1476 Siemens	01 No:			
03	Contactor 3RT 1056 Siemens	02 No:			
04	Breaker 5 ampere	08 No:			
05	On/Off Switch	02 No:			
06	Indicator Bulb	12 No:			
07	Ampere Meter 96 size	02 No:			
08	Volt Meter	02 No:			
09	Wiring 19/83	12 Meter			
10	E.V.R	01 No:			
11	4mm flexible wire	01 Coil			
12	Cable Lugs 120 mm	24 No:			
13	Cable Lugs 95 mm	24 No:			
14	Cable Lugs 150 mm	24 No:			
15	Cable Lugs 4 mm	24 No:			
16	Timer Siemens	02 No:			
17	Panel Board Connection Block	06 No:			
			Т	otal-A	

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
B.	Repair of Motor				
1	Bearing of Motor 200 HP	04 No:			
2	Caflon Glen Rope	03 Roll			
3	Non-Return Valve 12" dia	01 No:			
4	Bearing Plate Motor Siemens	01 No:			
5	Motor Connection Block	06 No:			
6	Packing Sheet 3-Suth	50 ft			
7	Nuts, Bolts and wishers 6-suth	60 Kg			
8	Grease Bucket SKF high Temperature	01 No:			
			т	otal-B	
			Total	(A + B)	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

SCHEDULE "B" REPAIR OF 04 NO: PANEL BOARDS (200 HP) FOR PIPE LINE W/S SCHEME MITHI-NAUKOT

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
	Otha Abad 200 HP Motor				
A.	Repair of Panel Board				
01	Heat Sensor Siemens.	01 No:			
02	Contactor 3RT 1476 Siemens	01 No:			
03	Contactor 3RT 1056 Siemens	02 No:			
04	Breaker 5 ampere	08 No:			
05	Main Breaker 3VF7 800 ampere siemens	01 No:			
06	On/Off Switch	02 No:			
07	Indicator Bulb	12 No:			
08	Ampere Meter 96 size	02 No:			
09	Volt Meter	02 No:			
10	Wiring 19/83	12 Meter			
11	E.V.R	01 No:			
12	4mm flexible wire	01 Coil			
13	Cable Lugs 120 mm	24 No:			
14	Cable Lugs 95 mm	24 No:			
15	Cable Lugs 150 mm	24 No:			
16	Cable Lugs 4 mm	24 No:			
17	Timer Siemens	02 No:			
18	Panel Board Connection Block	06 No:			
			Т	otal-A	

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
B.	Repair of Motor				
1	Bearing of Motor 200 HP	04 No:			
2	Caflon Glen Rope	03 Roll			
3	Non-Return Valve 12" dia	01 No:			
4	Bearing Plate Motor Siemens	01 No:			
5	Motor Connection Block	06 No:			
6	Packing Sheet 3-Suth	50 ft			
7	Nuts, Bolts and wishers 6-suth	60 Kg			
8	Grease Bucket SKF high Temperature	01 No:			
9	Turbine Motor Pins	12 No:			
			Total-B		
			Total	(A+B)	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

SCHEDULE "B" REPAIR OF 04 NO: PANEL BOARDS (200 HP) FOR PIPE LINE W/S SCHEME MITHI-NAUKOT

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
	P/S Bitri 150 HP Motor				
A.	Repair of Panel Board				
01	Heat Sensor Siemens.	01 No:			
02	Contactor 3RT 1056 Siemens	02 No:			
03	Contactor 3RT 1047 Siemens	02 No:			
04	Breaker 4 ampere	08 No:			
05	Breaker 3VF4 250 ampere siemens	02 No:			
06	On/Off Switch	02 No:			
07	Indicator Bulb	12 No:			
08	Ampere Meter 96 size	01 No:			
09	Volt Meter	01 No:			
10	Wiring 19/83	12 Meter			
11	E.V.R	01 No:			
12	4mm flexible wire	01 Coil			
13	Cable Lugs 120 mm	24 No:			
14	Cable Lugs 95 mm	24 No:			
15	Cable Lugs 150 mm	12 No:			
16	Cable Lugs 4 mm	24 No:			
17	Timer Siemens	02 No:			
18	Panel Board Connection Block	04 No:			
			т	otal-A	

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
B.	Repair of Motor				
1	Caflon Glen Rope	04 Roll			
2	Motor Connection Block	04 No:			
3	Packing Sheet 3-Suth	50 ft			
4	Nuts, Bolts and wishers 6-suth	40 Kg			
5	Grease Bucket SKF High Temperature	01 No:			
6	Repair of Pump & Motor Shaft	02 No:			
			Total-B		
			Total (A+B)		

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLY OF TEE JOINTER MACHINE FOR PIPE LINE MITHI

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply of Tee Jointer Machine for Pipe Line Mithi
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME OF WORK: SUPPLY OF TEE JOINTER MACHINE FOR PIPE LINE MITHI NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____ TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: ____ **MEMORANDUM** a). General Description: As above. **Estimated Cost:** Rs. Ouoted Rate b). Earnest Money @ 2% Rs. 10,000/=c). Total Security Deposit i/c Earnest d). Money @ 10%: Rs. 50,000/=e). Percentage, if any to be deducted from Bills: 8% f). Time allowed for the work from the date of written order to commence is: 6-Months I/We hereby tender for the execution for the Government of Sindh of the work specified in the under written memorandum within the time specified in such memorandum of the tendered rates specified in Schedule-B (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule I here of and in clause of the annexed conditions of contract and agrees that when materials for the work are provided by Government such materials and the rates to be paid for them shall be as provided schedule-A hereto. I/We shall not withdraw and ask for the return of earnest money before expiry of the period shown, as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this conditions earnest money shall be forfeited. When the sanctioning authority for the tender is: 1. One Month. 2. Two Months. 3.

- 3. All terms and conditions will be applicable as per Printed Standard Bidding Document
- 4. The successful tendered shall have to sign the agreement in printed Standard Bidding Document

(CONTRACTOR)

4.

SCHEDULE "B"

SUPPLY OF TEE JOINTER MACHINE FOR PIPE LINE MITHI

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Tee Jointer Machine with all components for jointing P.E Pipe	1 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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-incharge, 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

SUPPLY OF 08 NO: REFUSE VAN CONTAINERS.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Supply of 08 No: Refuse Van Containers.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	On item rate basis.
(e)	Amount of Bid Security	:	2% of Bid Amount
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	10%
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	
	Amount	:	Rs

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

NAME OF WORK	SUPPLY OF 08 NO: REFUSE VAN	CONTAINERS.		
NAME OF CONT	RACTOR TO WHOM TENDER ISSUED: _			
TENDER FEE	RECEIVED VIDE D.R. NO:	Dated:		
	MEMORANDUM	<u>.</u>		
b). Estimate c). Earnest d). Total Sec Money @ e). Percenta from Bill f). Time allo	Money @ 2% curity Deposit i/c Earnest @ 10%: age, if any to be deducted	As above. Rs. Quoted Rate Rs. 20,000/= Rs. 1,00,000/= 8% 6-Months		
work specified memorandum items of work specifications, of and in clause of the work are pr	We hereby tender for the execution in the under written memorandum of the tendered rates specified in a to be carried out) and in acceptaigns, drawings and instructions in the annexed conditions of contractions of the annexed conditions of contractions of the designs, drawings and instructions in the annexed conditions of contractions of the annexed conditions of contractions of the annexed conditions of contractions are the conditions of the annexed conditions of contractions are the conditions of the conditio	n within the time specified in such Schedule-B (Memorandum showing fordance in all respects with the in writing referred to in Rule I here of t and agrees that when materials for		
2. I/We shall not withdraw and ask for the return of earnest money before expiry of the period shown, as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this conditions earnest money shall be forfeited. When the sanctioning authority for the tender is:				
1		One Month.		
2		Two Months.		
3		Three Months.		
4. Governm	nent	Six Months.		

(CONTRACTOR)

3.

4.

Bidding Document

Bidding Document

All terms and conditions will be applicable as per Printed Standard

The successful tendered shall have to sign the agreement in printed Standard

SCHEDULE "B"

SUPPLY OF 08 NO: REFUSE VAN CONTAINERS.

Sr. No.	Name of Item	Quantity	Rate	Unit	Amount
01.	Supply of Refuse van garbage collecting container of approved shape & quality.	08 No:			
				Total	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

CONTRACTOR

TENDER DOCUMENTS

CONSTRUCTION OF HANDICRAFT CENTRE NEAR TARACHAND COMMUNITY HALL NORTH COLONY MITHI.

MUNICIPAL COMMITTEE MITHI DISTRICT THARPARKAR

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Year Experience certificate of similar nature of job must be available with the Tender.
- 4. Turn over statement last 3 years.
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be properly signed by contractor with stamped address and contract No:
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Contractor must be registered with Sindh Revenue Board.

BIDDING DATA

(a)	Name of Procuring Agency	:	Municipal Committee Mithi.
(b)	Brief Description of Work	:	Construction of Handicraft Centre near Tarachand Community Hall North Colony Mithi.
(c)	Procuring Agency Address:	:	Municipal Committee Office Mithi near National Bank Mithi.
(d)	Estimate Cost	:	10,00,000/=
(e)	Amount of Bid Security	:	20,000/=
(f)	Period of Bid Validity	:	42-Days
(g)	Security Deposit (including Bid Security)	:	1,00,000/=
(h)	Venue, Time and Date of Bid Opening	:	The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Chief Municipal Officer Municipal Committee Mithi on 29/04/2015 @ 2:00 P.M by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	:	29/04/2015 @ 2:00 P.M
(j)	Time for completion from written order commence	:	6-Months
(k)	Liquidity damage	:	0.5% of Bid Cost per day of delay.
(1)	Bid issued to Firm	:	
(m)	Deposit Receipt No: & Date	:	

Amount

Rs. _____

(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)

Issued to M/S	
& Charged Rs	Tender Fee
Vide D.R.No	Dated:

MUNICIPAL COMMITTEE MITHI

Percentage rate Tender and Contract work issued for the work: Construction of Handicraft Centre near Tarachand Community Hall North Colony Mithi.

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. _____ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

MEMORANDUM

a.	General Description:	As Above
b.	Estimated Cost:	Rs. 10,00,000/=
c.	Earnest Money @ 2%	Rs. 20,000/=
d.	Security Deposit i/c Earnest	Rs. 1,00,000/=
	Money @ 10%:	•

money @ 10%:

Percentage, if any to be deducted Rs. 8% from the bills:

f. Time allowed for completion of the 6-Months work is:

CONTRACTOR UNDERTAKING

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A"	NIL
Schedule "B"	attached herewith.
C.D.NO:	Dated:
Of	

CONTRACTOR

SCHEDULE "B"

CONSTRUCTION OF HANDCRAFT CENTER NEAR TARACHAND COMMUNITY HALL NORTH COLONY MITHI.

1.	Excavation in foun including dagbellin excavated earth wa upto 5 feet in sandy			
	578.00 Cft	@ Rs. 3176/25		Rs. 1,836/=
2.	Cement concrete by (G.S.I.No. 4 (b) P-14	·).	1 ½"to 2" gauge Ratio 1:4:8	
	231.00 Cft	@ Rs. 9416/28	P% Cft	Rs. 21,752/=
3.	ratio (1:6) (G.S.I.No.	4 (e) P-21).	nth in cement sand mortar	
	451.0 Cft	@ Rs. 11948/36	P% Cft	Rs. 53,887/=
4.	of steel reinforcement paid separately. This rendering and finishing shingle. (c) R.C.C won structural members l	and its labour for bend rate also i/c of forms n ng the exposed surfaces k in roof slabs beams of aid in situ or precast l	ur and material except the cost ding and binding which will be noulds lifting shuttering curing s i/c screening and washing of columns rafts lintels and other laid in position complete in all 1 and 4 cft shingles 1/8"guage.	
	394.00 Cft	@ Rs. 337/=	P.Cft	Rs.1,32,778/=
5.	cutting bending, la	aying in position ma vinding wire (also inc	or cement concrete including aking joints and fastenings ludes removal of rust from	
	15.83 Cwt	@ Rs. 5001/70	P.Cwt	Rs. 79,177/=
6.	Pucca brick work (G.S.I.No.5 (i) (c)	_	cement sand mortar (1:6)	
	909.0 Cft	@ Rs. 12674/36	P% Cft	Rs.1,15,210/=
7.	hinged doors & win glazing (Belgium) a	dows or Alcop made v		Rs.2,03,534/=
		,		11312,00,001,
8.	$x 1 \frac{1}{2}$ " $x \frac{1}{4}$ " and fla	nt iron ¾" x ¼" with a dded in masonry as	with angle iron frame of 1 ½" approved design and locking per instruction of Engineer	
	125.0 Sft	@ Rs. 194/16	P.Sft	Rs. 24,270/=
9.	Cement plaster (1:4) upto 12' height ½" tl	hick. (G.S.I.No.11 (b) P-52).	
	2338.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 53,398/=

10. Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) P-52). 504.00 Sft @ Rs. 2197/52 P% Sft Rs. 11,076/=Providing and laying 3" thick topping concrete ratio (1:2:4) 11. surface finishing and dividing into panels 2" thick. (G.S.I.No. 16 P-42). 150.00 Sft @ Rs. 4411/82 P% Sft Rs. 6,618/=12. Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 (G.S.I.No. 25 P-43). 72.00 Sft @ Rs. 27747/06 P% Sft Rs.19,978/= 13. White washing three coats (G.S.I.No. 26 (c) P-54). 2517.00 Sft @ Rs. 829/95 P% Sft Rs. 20,890/=Distempering three coats (G.S.I.No.24 P-54). 14. 2338.0 Sft @ Rs. 2116/= P% Sft Rs. 49,472/= 15. Making and fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x 2" x 3/8" and 3/4" squire bars 4" center to center with locking arrangement (G.S.I.No. 24 P-97). 60.00 Sft @ Rs. 930/76 P.Sft Rs. 55,846/=Total Rs. 8,49,722/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- **(B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following curses 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 Chief Municipal Officer 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 startling 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 Chief Municipal Officer 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 Chief Municipal Officer 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 o completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not

exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Municipal 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-n-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 woks 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 Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood, 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 retention 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 employee 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 Chief Municipal Officer 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 sued 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 Municipal 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 ale 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 expire of three months from the date on which the work is completed.

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