

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.
- (l) 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 Open Surface Drain & C.C Block @ west side of main Naukot Road including Jagdish 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 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 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/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ WEST SIDE OF MAIN NAUKOT
ROAD INCLUDING JAGDISH COLONY MITHI

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft	Rs.1,31,062/=
	<u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
	Total	Rs. 6,84,351/=

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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.**
- 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 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.
- (l) 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 Open Surface Drain & C.C Block at Lohana and Sonara Mohallah 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ LOHANA & SONARA
MOHALLAH MITHI TOWN

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 Open Surface Drain & C.C Block at East Bajeer Mohallah 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @
EAST BAJEER MOHALLAH MITHI TOWN

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 Open Surface Drain & C.C Block at West Bajeer, Kunbhar, Pinjara, Khatri and Meghwar Mohallah 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 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 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"
**REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ WEST BAJEER,
KUNBHAR, PINJARA, KHATRI & MEGHWAR MOHALLAH MITHI TOWN.**

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 Open Surface Drain & C.C Block at Darzi and Nai Mohallah 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @ DARZI & NAI
MOHALLAH MITHI TOWN

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 Open Surface Drain & C.C Block at Meghwar Mohallah West side of Water Supply Scheme No.3 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 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 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"
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 work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 Open Surface Drain & C.C Block at Maheshwari and Maharaj Mohallah near Murlidhar Temple 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @
MAHESHWARI AND MAHARAJ MOHALLAH NEAR MURLIDHAR TEMPLE MITHI TOWN.

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 BACHAL SHAH 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 at Bachal Shah 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.
- (l) 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 Open Surface Drain & C.C Block at Bachal Shah 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @
BACHAL SHAH COLONY MITHI.

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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

- (a) Name of Procuring Agency : Municipal Committee Mithi.
- (b) Brief Description of Work : Repair/Construction of Open Surface Drains & C.C Block @ Siran 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.
- (l) 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 Open Surface Drains & C.C Block @ Siran 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAIN & C.C BLOCK @
SIRAN COLONY MITHI.

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 Open Surface Drains in Suthar Paro near Holi Ground 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 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAINS IN SUTHAR PARO NEAR
HOLI GROUND MITHI TOWN

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 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

- | | | |
|----|---|-----------------|
| 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 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"
REPAIR/CONSTRUCTION OF OPEN SURFACE DRAINS @ SOOMRA COLONY MITHI

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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 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). <u>(1:4:8)</u> 1161.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 788.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,31,062/= Rs.1,13,702/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
Total		Rs. 6,84,351/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **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 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 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 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%o Cft	Rs. 3,812/=
2.	Borrow pit excavation undressed lead upto100 ft (a) ordinary soil. (G.S.I.No.3 (a) P-1). 6694.0 Cft @ Rs. 2117/50 P%o Cft	Rs. 14,175/=
3.	Dressing and leveling of earth work to design section etc complete (b) ordinary or hard soil) (G.S.I.No. 11 (b) P-3). 6694.0 Cft @ Rs. 187/55 P%o Cft	Rs. 1,255/=
4.	Extra for every 50 ft additional lead or part there of for earth work (soft ordinary hard and very hard). (G.S.I.No. 8 (a) P-2). 6694.0 Cft @ Rs. 4837/44 P%o Cft	Rs. 32,382/=
5.	Cement concrete brick or stone ballast 1 1/2" to 2" gauge <u>Ratio 1:4:8</u> (G.S.I.No. 4 (B) P-14). 2114.0 Cft @ Rs. 9416/28 P% Cft	Rs.1,99,060/=
6.	Erection & removal of centering for R.C.C. or plain cement concrete works of partial wood (vertical). (G.S.I.No. 19 (b)-ii P-17). 561.0 Sft @ Rs. 3127/41 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). 900.0 Sft @ Rs. 2283/93 P% Sft	Rs. 20,555/=
	Total	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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **Construction of Black Top Carpet Road @ Kashmir Chowk Mithi & surrounding.**

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 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 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 BLACK TOP CARPET ROAD @ KASHMIR CHOWK MITHI & SURROUNDING

S.NO.	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	<u>EARTH WORK</u> 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 (If earth work is done by other than departmental agency). As per modified AASHO specifications.	3500.0 Cft	@ Rs. 11977/82	P%o Cft	Rs. 41,922/=
2.	<u>SUB-BASE COURSE.</u> 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.	<u>BASE COURSE.</u> 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.	<u>TWO COAT</u> 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.	<u>1" THICK CARPET.</u> 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/=
				Total	Rs. 11,88,000/=
	Ded: 13% Below			(-)	Rs. 1,54,440/=
				Net	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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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
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.
- (l) 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 of Black Top Carpet road from Kashmir Chowk to Bilal Mosque.**

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

S.NO.	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	<u>EARTH WORK</u> 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 (If earth work is done by other than departmental agency). As per modified AASHO specifications.	3500.0 Cft	@ Rs. 11977/82	P%o Cft	Rs. 41,922/=
2.	<u>SUB-BASE COURSE.</u> 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.	<u>BASE COURSE.</u> 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.	<u>TWO COAT</u> 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.	<u>1" THICK CARPET.</u> 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/=
				Total	Rs. 11,88,000/=
	Ded: 13% Below			(-)	Rs. 1,54,440/=
				Net	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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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

- (a) Name of Procuring Agency : Municipal Committee Mithi.
- (b) Brief Description of Work : Repair of Black Top Carpet road from Dargah Siddique Shah to Nand Lal Lohano House.
- (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.
- (l) 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 of Black Top Carpet road from Dargah Siddique Shah to Nand Lal Lohano House.**

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

S.NO.	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	<u>EARTH WORK</u> 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 (If earth work is done by other than departmental agency). As per modified AASHO specifications.	3500.0 Cft	@ Rs. 11977/82	P%o Cft	Rs. 41,922/=
2.	<u>SUB-BASE COURSE.</u> 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.	<u>BASE COURSE.</u> 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.	<u>TWO COAT</u> 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.	<u>1" THICK CARPET.</u> 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/=
					Total
Ded: 13% Below					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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 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

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

S.NO.	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	<u>EARTH WORK</u> 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 (If earth work is done by other than departmental agency). As per modified AASHO specifications.	3500.0 Cft	@ Rs. 11977/82	P%o Cft	Rs. 41,922/=
2.	<u>SUB-BASE COURSE.</u> 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.	<u>BASE COURSE.</u> 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.	<u>TWO COAT</u> 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.	<u>1" THICK CARPET.</u> 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/=
				Total	Rs. 11,88,000/=
	Ded: 13% Below			(-)	Rs.1,54,440/=
				Net	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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 Black Top Carpet road & C.C Block near Municipal Committee Office Mithi and surrounding.**

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 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 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"

**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	<u>Rs. 2,97,407/=</u>
		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.	<u>BASE COURSE.</u> Preparing base course i/c supplying and spreading stone metal of approved quality properly graded to maximum size of 1 ½" - 2" gauge in required thickness to proper cambers and grade i/c supplying and spreading 15 cft screenings and non plastic quarry fines, filling depressions with stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHO specifications. Rate i/c providing and using the templates camber plates, screens, forms as directed. Rate i/c all cost of materials T&P and carriage to site of work.	480.0 Cft	@ Rs. 12970/21	P% Cft	Rs. 62,257/=
2.	<u>1-1/2" THICK PREMIXED CARPET.</u> Providing 1-1/2" Thick (Consolidate) premix Carpet in proper chamber and grade i/c supply of 15 Cft crush bajri and 5 cft hill sand of approved quality and gauge with 93 LBS of Bitumen of 80/100 penetration i/c mixing in mechanical mixture in required proportion i/c heating the material and cleaning the road surface rate i/c cost of material to site of work. (with Paver machine).	6000.0 Sft	@ Rs. 7490/72	P% Sft	Rs.4,49,400/=
Total					Rs. 5,11,657/=

PART-B REPAIR/CONSTRUCTION OF C.C BLOCK

1.	Borrow pit excavation undressed lead upto 100 ft (a) ordinary soil. (G.S.I.No.3 (a) P-1).	3150.0 Cft	@ Rs. 2117/50	P% Cft	Rs. 68,819/=
2.	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (G.S.I.No. 4 (B) P-14).	924.0 Cft	@ Rs. 9416/28	P% Cft	Rs. 87,006/=
3.	Erection & removal of centering for R.C.C. or plain cement concrete works of partial wood (vertical). (G.S.I.No. 19 (b)-ii P-17).	264.0 Sft	@ Rs. 3127/41	P% Sft	Rs. 8,256/=
4.	Cement concrete plain i/c placing, compacting, finishing and curing, complete including screening and washing of stone aggregate without shuttering. (G.S.I.No. 5 (f) P-15) (Ratio 1:2:4).	924.0 Cft	@ Rs. 14429/25	P% Cft	Rs.1,33,326/=
Total					Rs. 2,97,407/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 Black Top Carpet road @ different streets of 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 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 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"
REPAIR/CONSTRUCTION OF BLACK TOP CARPET ROAD @ DIFFERENT STREETS OF MITHI TOWN.

S.NO.	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	<u>EARTH WORK</u> 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 (If earth work is done by other than departmental agency). As per modified AASHO specifications.	3500.0 Cft	@ Rs. 11977/82	P%o Cft	Rs. 41,922/=
2.	<u>SUB-BASE COURSE.</u> 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.	<u>BASE COURSE.</u> 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.	<u>TWO COAT</u> 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.	<u>1" THICK CARPET.</u> 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/=
				Total	Rs. 11,88,000/=
	Ded: 13% Below			(-)	Rs. 1,54,440/=
				Net	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 exists:

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **Providing, Laying, Jointing and Testing PVC Pipe Line 6", 4", 3" dia for Water Supply Mithi @ different Mohalla of 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 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 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"

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

1.	Dismantling and removing road metalling (G.S.I.No.51 P-13).			
	113.00 Cft	@ Rs. 605/=	P% Cft	Rs. 684/=
2.	Providing PVC pipe of Class "B" equivalent make fixing in trenches i/c cutting, fitting and jointing with Z-joint with one rubber ring i/c testing with water to head of 61 meter or 200 ft. (P.H.S.I.No.1 P-22).			
	<u>6" dia</u>			
	1000.0 Rft	@ Rs. 262/=	P.Rft	Rs.2,62,000/=
	<u>4" dia</u>			
	2000.0 Rft	@ Rs. 137/=	P.Rft	Rs.2,74,000/=
	<u>3" dia</u>			
	2000.0 Rft	@ Rs. 90/=	P.Rft	Rs.1,80,000/=
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).			
	<u>6" dia</u>			
	1 No:	@ Rs. 9360/=	Each	Rs. 9,360/=
	<u>4" dia</u>			
	1 No:	@ Rs. 5460/=	Each	Rs. 5,460/=
	<u>3" dia</u>			
	2 No:	@ Rs. 4290/=	Each	Rs. 8,580/=
4.	PVC "Z" Joint fittings. (P.H.S.O.M.Item No. 16 P-28).			
(i)	<u>PVC Tee 4" dia</u>			
	2 No:	@ Rs. 1181/=	Each	Rs. 2,362/=
(ii)	<u>PVC Tee 3" dia</u>			
	2 No:	@ Rs. 900/=	Each	Rs. 1,800/=
(iii)	<u>PVC Reducer 4" dia</u>			
	1 No:	@ Rs. 225/=	Each	Rs. 225/=
(iv)	<u>Eng Plug 3" dia</u>			
	5 No:	@ Rs. 175/=	Each	Rs. 875/=
(v)	<u>Valve socket 3" dia</u>			
	4 No:	@ Rs. 350/=	Each	Rs. 1,400/=
(vi)	<u>Valve socket 4" dia</u>			
	2 No:	@ Rs. 500/=	Each	Rs. 1,000/=
(vii)	<u>Valve socket 6" dia</u>			
	2 No:	@ Rs. 1650/=	Each	Rs. 3,300/=
(viii)	<u>PVC Bend 4" dia</u>			
	1 No:	@ Rs. 956/=	Each	Rs. 956/=
(ix)	<u>PVC Bend 3" dia</u>			
	1 No:	@ Rs. 731/=	Each	Rs. 731/=
5.	Cast iron special for A.C pressure pipe (Standard Weight A.C.I.L "B" Class) (P.H.S. of Mat: Item No: 10 P-12).			
(i)	<u>Short Piece/Tail Piece</u>			
	<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/=
	<u>3" dia</u>			
	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).			
	<u>6" dia</u>			
	2 Joints	@ Rs. 938/=	P.Joint	Rs. 1,876/=
	<u>4" dia</u>			
	2 Joints	@ Rs. 513/=	P.Joint	Rs. 1,026/=
	<u>3" dia</u>			
	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).			
	<u>4" dia</u>			
	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%o 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%o 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 cast 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. 1 P-49).			
	2 Nos:	@ Rs. 18820/=	Each	Rs. 37,640/=
			Total	Rs. 9,92,883/=

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 exists:

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) Bid issued to Firm : _____
- (m) Deposit Receipt No: & Date : _____
- Amount : Rs. _____

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

(STANDARD BIDDING DOCUMENT BETWEEN RS. 2.5 MILLION TO RS. 50.0 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: **Providing, Laying, Jointing and Testing PVC Pipe Line 10” dia for 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. 40,00,000/= |
| c. | Earnest Money @ 2% | Rs. 80,000/= |
| d. | Security Deposit i/c Earnest Money @ 10%: | Rs. 4,00,000/= |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8% |
| f. | Time allowed for completion of the work is: | 6-Months |

CONTRACTOR 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"

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

- | | | |
|-------|--|----------------|
| 1. | Dismantling and removing road metalling (G.S.I.No.51 P-13).
135.00 Cft @ Rs. 605/= P% Cft | Rs. 817/= |
| 2. | Providing PVC pipe of Class "B" equivalent make fixing in trenches i/c cutting, fitting and jointing with Z-joint with one rubber ring i/c testing with water to head of 61 meter or 200 ft. (P.H.S.I.No.1 P-22).
<u>10" dia</u>
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).
<u>10" dia</u>
1 No: @ Rs. 27690/= Each | Rs. 27,690/= |
| 4. | Reflex valve heavy pattern (Test pressure 21.0 kg/sq:cm or 300 lbs/sq: inch) (imported). (P.H.S. of Mat: Item No: 6 P-10).
<u>10" dia</u>
2 No: @ Rs. 18687/50 Each | Rs. 37,375/= |
| 5. | Cast iron specials UPVC/AC pressure pipes cast iron specials for PVC/A.C pressure pipe (Standard Weight for A.C.I.L "B" Class) (P.H.S. of Mat: Item No: 14 P-12). | |
| (i) | <u>Bend 90° 10" dia</u>
1 No: @ Rs. 6662/50 Each | Rs. 6,663/= |
| (ii) | <u>Bend 45° 10" dia</u>
2 No: @ Rs. 5037/50 Each | Rs. 10,075/= |
| (iii) | <u>Short Piece 10" dia</u>
6 No: @ Rs. 2212/50 Each | Rs. 13,275/= |
| 6. | C.I Tee flange ends with holes i/c curing and facing of flanged for all size (P.H.S.I.No. 11 P-12).
1.003 Cwt @ Rs. 6096/= P.Cwt | Rs. 6,114/= |
| 7. | Jointing C.I/M.S flanged pipes and special flange 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).
<u>10" dia</u>
6 Joints @ Rs. 1576/= P.Joint | Rs. 9,456/= |
| 8. | 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).
<u>10" dia</u>
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). <u>10" dia</u>	40000.00 Cft	@ Rs. 3750/=	P%o 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%o 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 cast 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. 1 P-49).	2 Nos:	@ Rs. 18820/=	Each	<u>Rs. 37,640/=</u>
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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) Bid issued to Firm : _____
- (m) Deposit Receipt No: & Date : _____
- Amount : Rs. _____

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

(STANDARD BIDDING DOCUMENT BETWEEN RS. 2.5 MILLION TO RS. 50.0 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: **Supply/Fixing of pumping machinery Pump KSB Made and Motor 60 HP Siemens including all accessories for Drainage Scheme No-1.**

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. 40,00,000/= |
| c. | Earnest Money @ 2% | Rs. 80,000/= |
| d. | Security Deposit i/c Earnest Money @ 10%: | Rs. 4,00,000/= |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8% |
| f. | Time allowed for completion of the work is: | 6-Months |

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

1.	Providing, installing and testing in position including transportation to site of work at 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). <u>4" dia</u>	26.0 Rft	@ Rs. 896/17	P.Rft	Rs. 23,300/=
3.	Providing M.S flanges made out 3/8" (10 mm) thick sheet cutting, drilling 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). <u>4" dia</u>	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). <u>4" dia</u>	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). <u>4" dia</u>	02 Joints	@ Rs. 513/=	P.Joint	Rs. 1,026/=
				Total	Rs. 22,17,354/=

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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **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 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 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 B-TYPE DRAIN FROM PHULOO CHOWK TO QASAM SHAH MITHI TOWN.

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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). 3919.0 Cft @ Rs. 2722/50 P% Cft	Rs. 10,669/=
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). <u>(1:4:8)</u> 946.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 281.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,06,792/= Rs. 40,546/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20). 1959.0 Cft @ Rs. 11948/36 P% Cft	Rs.2,34,068/=
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). 950.0 Rft @ Rs. 174/= P.Rft	Rs.1,65,300/=
6.	Cement plaster (1:4) up to 12' height 1/2" thick. (G.S.I.No.11 (b) P-51). 4512.00 Sft @ Rs. 2283/93 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 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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
	Total	Rs. 7,94,845/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 of Bilawal Bhutto Public Park & Replacement of Park Articles.**

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 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 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"

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	<u>Rs. Quoted Rate</u>
		Total	Rs. 85,849/=

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
MITHI

SCHEDULE "B"

PART-A CIVIL WORK

1.	Providing and fixing iron steel grill using solid square bars of size ½" x ½" placed at 4" i/c and frame of flat iron patti of ¾" x ¾" i/c circle shape at 1-0 apart equivalent fitted with screws are pins i/c painting 3 coats with 1 st 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 ¼" 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	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/=
4.	Pucca brick work in foundation and plinth in cement sand mortar (1:6).(G.S.I.No.4, P-20).	75.0 Cft	@ Rs. 11948/36	P% Cft	Rs.8,961/=
Total					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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 & 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

- | | | |
|----|---|-----------------|
| 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 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"

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%o 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" gauge. (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).
89.50 Sft @ Rs. 726/72 P.Sft Rs. 65,041/=

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/=
11.	Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) 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) <u>Three Coats.</u> 120.00 Sft @ Rs. 829/95 P% Sft	Rs. 996/=
15.	Distempering three coats (G.S.I.No.24 P-59). 2515.0 Sft @ Rs. 1681/90 P% Sft	<u>Rs. 42,300/=</u>
	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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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: 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 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.
- (l) 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 & rehabilitation of Civil Work @ Drainage Scheme No: 2 & Drainage Scheme Peetho Dargah.**

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

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). <u>Ratio 1:4:8</u>	924.00 Cft	@ Rs. 11288/75	P% Cft	Rs.1,04,308/=
	<u>Ratio 1:2:4</u>	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" gauge. (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). <u>Ratio (1:4)</u>	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).	89.50 Sft	@ Rs. 726/72	P.Sft	Rs. 65,041/=

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/=
11.	Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) 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) <u>Three Coats.</u>	120.00 Sft	@ Rs. 829/95	P% Sft	Rs. 996/=
15.	Distempering three coats (G.S.I.No.24 P-59).	2515.0 Sft	@ Rs. 1681/90	P% Sft	<u>Rs. 42,300/=</u>
				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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 & Rehabilitation of Pumping Machinery including Replacement of Pipe & Cable for 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 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 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"

**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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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: 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.
- (l) 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 & Rehabilitation of Pumping Machinery including Replacement of Pipe & Cable for Drainage Scheme No: 2 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 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 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"

**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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 & 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 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 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"

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 sandy soil. (G.S.I.No. 18 (b) P-5).
379.00 Cft @ Rs. 2722/50 P%o 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" gauge. (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).
89.50 Sft @ Rs. 726/72 P.Sft Rs. 65,041/=

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/=
11.	Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) 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) <u>Three Coats.</u>	120.00 Sft	@ Rs. 829/95	P% Sft	Rs. 996/=
15.	Distempering three coats (G.S.I.No.24 P-59).	2515.0 Sft	@ Rs. 1681/90	P% Sft	<u>Rs. 42,300/=</u>
				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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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

- (a) Name of Procuring Agency : Municipal Committee Mithi.
- (b) Brief Description of Work : Repair & Rehabilitation of Pumping Machinery for Water Supply Scheme No: 1, 2 & 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.
- (l) 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 & Rehabilitation of Pumping Machinery for Water Supply Scheme No: 1, 2 & 3 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 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 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"

**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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 & Rehabilitation of Pumping Machinery for Water Supply Scheme No: 4, 5 & 6 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 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 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"

**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 courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **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 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 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 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%o 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/=
5. Cement plaster (1:3) up to 12' height 1/2" thick.(G.S.I.No.10 P-52).

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 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).

168.00 Cft @ Rs. 3750/= P%o 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). <u>12" dia</u> 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%o Cft	<u>Rs. 417/=</u>
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.

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 courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **Construction of Waiting Shed and Wizu Khana at Markazi Imam Bargah Shoaib-Abu-Talib (A.S) 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 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 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 WAITING SHED AND WIZU KHANA @ MARKAZI IMAM BARGAH SHOAB 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).
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. Supplying & Fixing M.S Girder size 8" x 4" (Sch: of Mat: Item No: 140 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/=

10.	Erecting rolled steel beams or rails erection for posts etc (other than in roof). (G.S.I.No. 6 P-09).	15.77 Cwt	@ Rs. 186/34	P.Cwt	Rs. 2,939/=
11.	1 st 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).	420.00 Sft	@ Rs. 11443/10	P% Sft	Rs. 48,061/=
12.	Providing and laying single per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer Incharge. (G.S.I.No. 41 P-38).	420.00 Sft	@ Rs. 10/70	P.Sft	Rs. 4,494/=
13.	Cement plaster (1:6) upto 12' height 1/2" thick. (G.S.I.No.13 (b) P-52).	1886.00 Sft	@ Rs. 2206/60	P% Sft	Rs. 41,616/=
14.	Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) P-52).	1886.00 Sft	@ Rs. 2197/52	P% Sft	Rs. 41,445/=
15.	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).	340.00 Sft	@ Rs. 3275/50	P% Sft	Rs. 11,137/=
16.	White washing three coats (G.S.I.No. 26 (c) P-54).	340.00 Sft	@ Rs. 829/95	P% Sft	Rs. 2,822/=
17.	Primary coat of chalk distemper (G.S.I.No.23 P-34).	1886.00 Sft	@ Rs. 442/75	P% Sft	Rs. 8,350/=
18.	Distemping three coats (G.S.I.No.24 P-54).	1886.0 Sft	@ Rs. 2116/=	P% Sft	Rs. 39,908/=
19.	Painting new surface preparing surface and painting guard bars (G.S.I.No.4 P-68).	361.00 Sft	@ Rs. 1489/68	P% Sft	Rs. 5,378/=
20.	Providing G.I Pipes, specials, and clamps etc including fixing cutting & fitting complete with and i/c the cost of breaking through walls and roof, making good etc painting two coats after cleaning the pipe etc with white zink paint with pigment to match the colours of the building and testing with water to a pressure head of 200 feet and handling. (W/Sant. Sch: I No. 1 P-12).				
	<u>3/4" dia</u>	150.0 Rft	@ Rs. 95/79	P.Rft	Rs. 14,368/=
	<u>1/2" dia</u>	50.0 Rft	@ Rs. 73/21	P.Rft	Rs. 1,860/=
	<u>2" dia</u>	10.0 Rft	@ Rs. 233/=	P.Rft	Rs. 2,330/=

21.	Painting of G.I Pipe with 2 coats of zink paint for internal fittings. (W/Sant. Sch: I No. 3 P-13).			
	<u>3/4" dia</u>			
	150.0 Rft	@ Rs. 4/=	P.Rft	Rs. 600/=
	<u>1/2" dia</u>			
	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).			
	<u>3/4" dia</u>			
	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

CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **Construction of Water Tank and Wash Rooms at Markazi Imam Bargah Shoaib-Abu-Talib (A.S) 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 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 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 WATER TANK AND WASH ROOMS @
MARKAZI IMAM BARGAH SHOAB 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%o Cft Rs. 518/=
2. Cement concrete brick or stone ballast 1 ½"to 2" gauge Ratio 1:6:12 (G.S.I.No. 4 (d) P-15).
46.00 Cft @ Rs. 8122/25 P% Cft Rs. 3,736/=
3. Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).
125.0 Cft @ Rs. 11948/36 P% Cft Rs. 14,935/=
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).
69.00 Cft @ Rs. 337/= 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%o Cft Rs. 258/=
6. Pucca brick work in ground floor in cement sand mortar (1:6) (G.S.I.No.1 (b) P-24).
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 T-Iron. (S.M. I. No. 144 P-72).
1.22 Cwt @ Rs. 3575/= P.Cwt Rs. 4,361/=
9. Erecting rolled steel beams or rails erection for posts etc (other than in roof). (G.S.I.No. 6 P-09).
1.22 Cwt @ Rs. 186/34 P.Cwt Rs. 227/=

10.	1 st class tile roofing consisting of 4" earth and 1" mud plaster with gobi 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).			
	71.00 Sft	@ Rs. 11443/10	P% Sft	Rs. 8,125/=
11.	Providing and laying single per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer Incharge. (G.S.I.No. 41 P-38).			
	71.00 Sft	@ Rs. 10/70	P.Sft	Rs. 760/=
12.	Cement plaster (1:6) upto 12' height 1/2" thick. (G.S.I.No.13 (b) P-52).			
	613.00 Sft	@ Rs. 2206/60	P% Sft	Rs. 13,526/=
13.	Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) P-52).			
	613.00 Sft	@ Rs. 2197/52	P% Sft	Rs. 13,471/=
14.	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).			
	48.00 Sft	@ Rs. 3275/50	P% Sft	Rs. 1,572/=
15.	White washing three coats (G.S.I.No. 26 (c) P-54).			
	48.00 Sft	@ Rs. 829/95	P% Sft	Rs. 398/=
16.	Primary coat of chalk distemper (G.S.I.No.23 P-34).			
	613.00 Sft	@ Rs. 442/75	P% Sft	Rs. 2,714/=
17.	Distemping three coats (G.S.I.No.24 P-54).			
	613.0 Sft	@ Rs. 2116/=	P% Sft	Rs. 12,971/=
18.	Painting new surface preparing surface and painting guard bars (G.S.I.No.4 P-68).			
	92.00 Sft	@ Rs. 1489/68	P% Sft	Rs. 1,371/=
19.	P/F European white glazed earthenware wash dawn W.C pan complete with and i/c the cost of white back plastic seat (Best Quality) and lid with C.P brass hinges and buffers, 3 gallon white glazed earthenware low level foushing cistern with Sighon fitting 1/2" dia white porcelain enameled flush band 3/4" dia and making required number etc complete (W/Sant. Sch: I No. 1 A P-1).			
	2 No:	@ Rs. 5044/60	Each	Rs. 10,089/=
20.	Providing G.I Pipes, specials, and clamps etc including fixing cutting & fitting complete with and i/c the cost of breaking through walls and roof, making good etc painting two coats after cleaning the pipe etc with white zink paint with pigment to match the colours of the building and testing with water to a pressure head of 200 feet and handling. (W/Sant. Sch: I No. 1 P-12).			
	<u>3/4" dia</u>			
	50.0 Rft	@ Rs. 95/79	P.Rft	Rs. 4,789/=
	<u>1/2" dia</u>			
	30.0 Rft	@ Rs. 73/21	P.Rft	Rs. 2,196/=

21.	Painting of G.I Pipe with 2 coats of zink paint for internal fittings. (W/Sant. Sch: I No. 3 P-13).			
	<u>3/4" dia</u>			
	50.0 Rft	@ Rs. 4/=	P.Rft	Rs. 200/=
	<u>1/2" dia</u>			
	30.0 Rft	@ Rs. 3/=	P.Rft	Rs. 90/=
22.	Supplying and fixing bib cock (W/Sant. Sch: I No. 2 (I) (a) P-16).			
	2 No:	@ Rs. 150/92	Each	Rs. 302/=
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).			
	<u>3/4" dia</u>			
	01 No:	@ Rs. 197/12	Each	Rs. 197/=
24.	Supplying/fixing 1 st class deodar wood wrought joinery in doors and 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	<u>Rs. 50,950/=</u>
			Total	Rs. 2,15,810/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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

- | | | |
|----|---|-----------------|
| 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 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"

REPAIR/CONSTRUCTION OF OFFICE ROOMS IN MUNICIPAL COMMITTEE MITHI.

1. Dismantling pucca brick work in lime or cement mortar. (G.S.I.No. 13 P-10).
1488.0 Cft @ Rs. 1285/63 P% Cft Rs. 19,130/=
2. Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).
780.0 Cft @ Rs. 11948/36 P% Cft Rs. 93,197/=
3. 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).
100.00 Sft @ Rs. 3275/50 P% Sft Rs. 3,276/=
4. 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).
1588.00 Sft @ Rs. 11443/10 P% Sft Rs.1,81,716/=
5. Providing and laying single per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer Incharge. (G.S.I.No. 41 P-38).
1488.00 Sft @ Rs. 10/70 P.Sft Rs. 15,922/=
6. Supplying & Fixing M.S Girder size 8" x 4" (Sch: of Mat: Item No: 140 P-72).
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 1/2" thick. (G.S.I.No.11 (b) P-52).
3520.00 Sft @ Rs. 2283/93 P% Sft Rs. 80,394/=
9. Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) P-52).
3520.00 Sft @ Rs. 3015/76 P% Sft Rs.1,06,155/=
10. Supplying & fixing in position Aluminum channels framing for hinged doors or Alcop made with 5 mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Dlux model (Bronze). (G.S.I.No. 83 P-108).
28.00 Sft @ Rs. 1507/66 P.Sft Rs. 42,214/=
11. Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen, i/c handles stoppers & locking arrangement etc complete. (b) Dlux model (Bronze). (G.S.I.No. 84 P-108).
12.00 Sft @ Rs. 1647/69 P.Sft Rs. 19,772/=

12.	Laying floors of approved coloured glazed tiles ¼" thick laid in white cement and pigment on a bed of ¾" thick cement mortar 1:2 (G.S.I.No. 25 P-43).	100.00 Sft	@ Rs. 27747/06	P% Sft	Rs. 27,747/=
13.	Providing and fixing iron steel grill door with angle iron frame of 1 ½" x 1 ½" x ¼" and flat iron ¾" x ¼" 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	<u>Rs. 17,086/=</u>
				Total	<u>Rs. 8,20,424/=</u>

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as or 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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: **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 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 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 A-TYPE DRAIN @ EAST BAJEER & RAJAR PARO MITHI.

1.	Dismantling of brick work in cement mortar (G.S.I.No.13 P-10). 38.0 Cft @ Rs. 1285/63 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). <u>(1:4:8)</u> 1078.0 Cft @ Rs. 11288/75 P% Cft <u>(1:2:4)</u> 312.0 Cft @ Rs. 14429/25 P% Cft	Rs.1,21,693/= 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) up to 12' height 1/2" thick. (G.S.I.No.11 (b) P-51). 3025.00 Sft @ Rs. 2283/93 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/=
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). 10.00 Cwt @ Rs. 5001/70 P.Cwt	Rs. 50,017/=
	Total	Rs. 6,69,029/=

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 : 1,00,000/=
(including Bid Security)
- (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 : 29/04/2015 @ 2:00 P.M
along with time.
- (j) Time for completion from : 6-Months
written order commence
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) 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: **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

- | | | |
|----|---|-----------------|
| 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 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 OFFICER RESIDENCE @ WATER SUPPLY SCHEME NO: 7 BY-PASS ROAD 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).
1168.00 Cft @ Rs. 3176/25 P%o Cft Rs. 3,710/=
2. Cement concrete brick or stone ballast 1 ½"to 2" gauge Ratio 1:4:8 (G.S.I.No. 4 (b) P-14).
405.00 Cft @ Rs. 9416/28 P% Cft Rs. 38,136/=
3. Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).
784.0 Cft @ Rs. 11948/36 P% Cft Rs.93,675/=
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).
304.00 Cft @ Rs. 337/= P.Cft Rs.1,02,448/=
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).
9.50 Cwt @ Rs. 5001/70 P.Cwt Rs. 47,516/=
6. Pucca brick work in ground floor in cement sand mortar (1:6) (G.S.I.No.5 (i) (c) P-20).
1056.0 Cft @ Rs. 12674/36 P% Cft Rs.1,33,841/=
7. Supplying & Fixing M.S Girder size 8" x 4" (Sch: of Mat: Item No: 140 P-72).
16.0 Cwt @ Rs. 3850/= P.Cwt Rs. 61,600/=
8. Supplying & fixing T-Iron. (S.M. I. No. 144 P-72).
12.46 Cwt @ Rs. 3575/= P.Cwt Rs. 44,545/=
9. Erecting rolled steel beams or rails erection for posts etc (other than in roof). (G.S.I.No. 6 P-09).
28.46 Cwt @ Rs. 186/34 P.Cwt Rs. 5,303/=
10. Supplying & fixing in position Aluminum channels framing for hinged doors or Alcop made with 5 mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Dlux model (Bronze). (G.S.I.No. 83 P-108).
46.00 Sft @ Rs. 1507/66 P.Sft Rs.69,352/=
11. Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen, i/c handles stoppers & locking arrangement etc complete. (b) Dlux model (Bronze). (G.S.I.No. 84 P-108).
32.00 Sft @ Rs. 1647/69 P.Sft Rs.52,726/=

12.	Laying floors of approved coloured glazed tiles ¼" thick laid in white cement and pigment on a bed of ¾" thick cement mortar 1:2 (G.S.I.No. 25 P-43).	72.00 Sft	@ Rs. 27747/06	P% Sft	Rs.19,978/=
13.	Glazed tile dado ¼" thick laid in pigment over 1:2 cement sand mortar ¾" thick including finishing. (G.S.I.No. 38 P-45).	96.00 Sft	@ Rs. 28299/30	P% Sft	Rs. 27,167/=
14.	Cement plaster (1:4) upto 12' height ½" thick. (G.S.I.No.11 (b) P-52).	3561.00 Sft	@ Rs. 2283/93	P% Sft	Rs. 81,331/=
15.	Cement plaster (1:4) upto 12' height 3/8" thick. (G.S.I.No.11 (a) P-52).	742.00 Sft	@ Rs. 2197/52	P% Sft	Rs. 16,306/=
16.	Providing and laying 3" thick topping concrete ratio (1:2:4) surface finishing and dividing into panels 2" thick. (G.S.I.No. 16 P-42).	260.00 Sft	@ Rs. 4411/82	P% Sft	Rs. 11,471/=
17.	1 st class tile roofing consisting of 4" earth and 1" mud plaster with gobi 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.	Providing and laying single per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer Incharge. (G.S.I.No. 41 P-38).	588.00 Sft	@ Rs. 10/70	P.Sft	Rs. 6,292/=
19.	White washing three coats (G.S.I.No. 26 (c) P-54).	4081.00 Sft	@ Rs. 829/95	P% Sft	Rs. 33,870/=
20.	Distempering three coats (G.S.I.No.24 P-54).	4081.0 Sft	@ Rs. 2116/=	P% Sft	Rs. 86,354/=
21.	Painting new surface preparing surface and painting guard bars (G.S.I.No.4 P-68).	598.00 Sft	@ Rs. 1489/68	P% Sft	Rs. 8,908/=
22.	Providing and fixing iron steel grill door with angle iron frame of 1 ½" x 1 ½" x ¼" and flat iron ¾" x ¼" with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge. (G.S.I.No. 30 P-93).	50.0 Sft	@ Rs. 194/16	P.Sft	Rs. 9,708/=
				Total	Rs. 10,21,522/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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.
- (l) 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 WORK: **SUPPLY OF 6 NO: REFUSE RICKSHAW FOR SANITATION BRANCH MITHI.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|--|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 20,000/= |
| d). | Total Security Deposit i/c Earnest Money @ 10%: | Rs. 1,00,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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 exists:

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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

**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.
- (l) 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 WORK: **SUPPLYING/FIXING FURNITURE FOR BILAWAL BHUTTO LIBRARY MITHI.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|--|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 20,000/= |
| d). | Total Security Deposit i/c Earnest Money @ 10%: | Rs. 1,00,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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: 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.
- (l) 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 WORK: **SUPPLY OF 6 NO: TYRES AND P.T.O FOR FIRE BRIGADE VEHICLE
NO: GS-9005.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|---|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 16,000/= |
| d). | Total Security Deposit i/c Earnest
Money @ 10%: | Rs. 80,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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

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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 WORK: **SUPPLY OF 12 NO: TYRES FOR FIRE BRIGADE VEHICLE MASTER AND LOADER MASTER.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|--|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 20,000/= |
| d). | Total Security Deposit i/c Earnest Money @ 10%: | Rs. 1,00,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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

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 courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as or 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 WORK: **SUPPLY OF 4-CORE CABLE 37/83 COPPER 500 METERS FOR PIPE LINE W/S SCHEME MITHI-NAUKOT.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|--|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 10,000/= |
| d). | Total Security Deposit i/c Earnest 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 |

1. 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.

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. Government Six Months.

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)

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

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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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

**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.
- (l) 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 WORK: **SUPPLYING OF 10 NO: SUBMERSIBLE MOTOR 5.5 HP WITH PUMP FOR TUBE WELL W/S SCHEMES MITHI.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|--|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 20,000/= |
| d). | Total Security Deposit i/c Earnest Money @ 10%: | Rs. 1,00,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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

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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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

**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.
- (l) 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 WORK: **SUPPLYING AND FIXING OF 2 NO: SUPPLY MOTOR SIEMENS 40 HP
2800 RPM FOR W/S SCHEMES MITHI TOWN.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|---|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 20,000/= |
| d). | Total Security Deposit i/c Earnest
Money @ 10%: | Rs. 1,00,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 WORK: **REPAIR OF 04 NO: PANEL BOARDS (200 HP) FOR PIPE LINE W/S
SCHEME MITHI-NAUKOT.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|---|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 10,000/= |
| d). | Total Security Deposit i/c Earnest
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 |

1. 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.

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. Government Six Months.

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)

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	Contactors 3RT 1476 Siemens	01 No:			
03	Contactors 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:			
				Total-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:			
				Total-B	
				Total (A+B)	

CONTRACTOR

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE
MITHI

CHIEF MUNICIPAL OFFICER
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	Contactora 3RT 1476 Siemens	01 No:			
03	Contactora 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:			
				Total-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

CHIEF MUNICIPAL OFFICER
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	Contactora 3RT 1056 Siemens	02 No:			
03	Contactora 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:			
				Total-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

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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 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. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 10,000/= |
| d). | Total Security Deposit i/c Earnest 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 |

1. 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.

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. Government Six Months.

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)

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

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 exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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 WORK: **SUPPLY OF 08 NO: REFUSE VAN CONTAINERS.**

NAME OF CONTRACTOR TO WHOM TENDER ISSUED: _____

TENDER FEE _____ RECEIVED VIDE D.R. NO: _____ Dated: _____

MEMORANDUM

- | | | |
|-----|--|-----------------|
| a). | General Description: | As above. |
| b). | Estimated Cost: | Rs. Quoted Rate |
| c). | Earnest Money @ 2% | Rs. 20,000/= |
| d). | Total Security Deposit i/c Earnest Money @ 10%: | Rs. 1,00,000/= |
| 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 |

1. 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.

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. Government Six Months.

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)

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

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 prorated basis.

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

Clause - 3: Termination of the Contract.

- (A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B)** The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
 - (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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 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.
- (l) 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: **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 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 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 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).
578.00 Cft @ Rs. 3176/25 P% Cft Rs. 1,836/=
2. Cement concrete brick or stone ballast 1 ½"to 2" gauge Ratio 1:4:8 (G.S.I.No. 4 (b) P-14).
231.00 Cft @ Rs. 9416/28 P% Cft Rs. 21,752/=
3. Pucca Brick work in foundation and plinth in cement sand mortar ratio (1:6) (G.S.I.No. 4 (e) P-21).
451.0 Cft @ Rs. 11948/36 P% Cft Rs. 53,887/=
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).
394.00 Cft @ Rs. 337/= P.Cft Rs.1,32,778/=
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).
15.83 Cwt @ Rs. 5001/70 P.Cwt Rs. 79,177/=
6. Pucca brick work in ground floor in cement sand mortar (1:6) (G.S.I.No.5 (i) (c) P-20).
909.0 Cft @ Rs. 12674/36 P% Cft Rs.1,15,210/=
7. Supplying & fixing in position Aluminum channels framing for hinged doors & windows or Alcop made with 5 mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Dlux model (Bronze). (G.S.I.No. 83 P-108).
135.00 Sft @ Rs. 1507/66 P.Sft Rs.2,03,534/=
8. Providing and fixing iron steel grill door with angle iron frame of 1 ½" x 1 ½" x ¼" and flat iron ¾" x ¼" with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge. (G.S.I.No. 30 P-93).
125.0 Sft @ Rs. 194/16 P.Sft Rs. 24,270/=
9. Cement plaster (1:4) upto 12' height ½" thick. (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/=
11.	Providing and laying 3" thick topping concrete ratio (1:2:4) 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/=
14.	Distempering three coats (G.S.I.No.24 P-54).	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	<u>Rs. 55,846/=</u>
				Total	Rs. 8,49,722/=

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 prorated basis.

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

Clause - 3: Termination of the Contract.

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

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

(B) The Chief Municipal Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.

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

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

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the 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 starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause – 5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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 contract work.
- (E) In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of 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-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

Clause – 14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief Municipal Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including 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 used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause – 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the 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 contractor 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