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DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19/5/2015

SUBJECT: DESALTING OF NAHLAH I/G P/F PRE CAST SLAB NEAR HOUSE # E-1221 AL SADAF COLONY IN UC-03 ✓

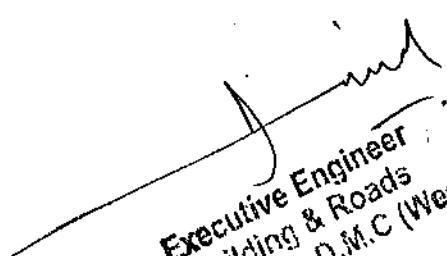
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 4,88,131.00 + OR ✓
RS. 9763.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/1

SUBJECT: DESALTING OF NALLAH I/C P/F PRE CAST SLAB NEAR HOUSE # E-1221 AL SAFAF COLONY IN UC-03

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of RCC reinforcement from concrete cleaning and straightening same	975 ✓	cft	5445.00 % cft	53089.00 ✓
02	Dismantling of cement concrete flooring 1:2:4 plain	810 ✓	cft	3327.50% cft	26953.00 ✓
03	Dismantling of cement concrete 1:3:6 plain	1792 ✓	cft	1306.80 % cft	23418.00 ✓
04	Earth work for ashes, sand, and soft soil or scaled clearance un dressed lead up to 50 ft	11250 ✓	cft	2420.00 % cft	27225.00 ✓
05	Cement concrete plain 1:2:4 i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering	450 ✓	cft	14429.25% cft	64932.00 ✓
06	Erecting and removal of centering for RCC or plain Cc work in partial wood vertical	900 ✓	cft	3127.41% sft	28147.00 ✓
07	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	14827 ✓	cft	1065.00 % cft	157913.00 ✓
08	P/L RCC 2" thick topping CC 1:2:4 i/c surface finishing and dividing in to panels 2" thick topping	3250 ✓	Sft	3275.50 % sft	106454.00 ✓
SUB TOTAL PART-A					4,88,131.00 + OR ✓

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	Extra for using SR cement in place of OPC	77 cwt ✓	OR	
02	P/L RCC 2" thick topping CC 1:2:4 i/c surface finishing and dividing in to panels	2795 sft ✓	Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR _____

ADDRESS : _____

6/1

SUBJECT: DESALTING OF NALLAHI/C P/F PRE CAST SLAB NEAR HOUSE # E-1221 ALSADAF COLONY IN UC-03

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR / C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS. _____
GRAND TOTAL PART-A & B.		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web-site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of e igibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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CONDITION OF CONTRACT.

Clause-1 : Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorated basis. The rate deviated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

1-Contractor causes a breach of any clause of the contract:

2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.

3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.

4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.

2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.

- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: Specification: The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required the entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 Payment: (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in-charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: Issuance of variation and repeat orders.

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

(3)

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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect 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 defect correction period mentioned in notice.
- C- UNcorrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party correct the defect. He may rectify and remove and re-execute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respects of the contractor.
- 2- if the engineer considers that the correction of the defect is not essential and it may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility / assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without 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 12 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 workman and deduct the expenses from retention money lying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/02

TENDER REFERENCE # NIT/06/2015

Dated: 19/5/2015

SUBJECT: Covering of nallah providing RCC pre cast salb near Madni masjid and Rana Sarwar wali gali in Hanifabad in UC-03


BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 5,19,890.00 + OR
RS. 10,398.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Town D.M.C. (West)

6/2

SUBJECT: Covering of nallah providing RCC pre cast slab near Madni masjid and Rana Sarwar wali gali in Hanifabad in UC-03

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of RCC reinforcement from concrete cleaning and straightening same	1170	cft	5445.00 % cft	63707.00
02	Dismantling of cement concrete flooring 1:2:4 plain	1920	cft	3327.50% cft	63888.00
03	Dismantling of cement concrete 1:3:6 plain	1325	cft	1306.80 % cft	17315.00
04	Earth work for ashes, sand, and soft soil or scaled clearance un dressed lead up to 50 ft	11250	cft	2420.00 % cft	27225.00
05	Cement concrete plain 1:2:4 i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering	360	cft	14429.25% cft	51945.00
06	Erecting and removal of centering for RCC or plain Cc work in partial wood vertical	720	cft	3127.41% sft	22517.00
07	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	15665	cft	1065.00 % cft	166839.00
08	P/L RCC 2" thick topping CC 1:2:4 i/c surface finishing and dividing in to penels 2" thick topping	3250	Sft	3275.50 % sft	106454.00
SUB TOTAL PART-A					519890.00 + OR

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	Extra for using SR cement in place of OPC	61 cwt	OR Rs.	
02	P/F RCC PRE cast slab or linter I beam of required size and shape and racking out joints with cement mortar etc complete in all respect and direction of engineer incharge	2600 cft	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR

ADDRESS : _____

6/2

SUBJECT: Covering of nallah providing RCC pre cast slab near Madni masjid and Rana Sarwar wali gali in Hanifabad in UC-03

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

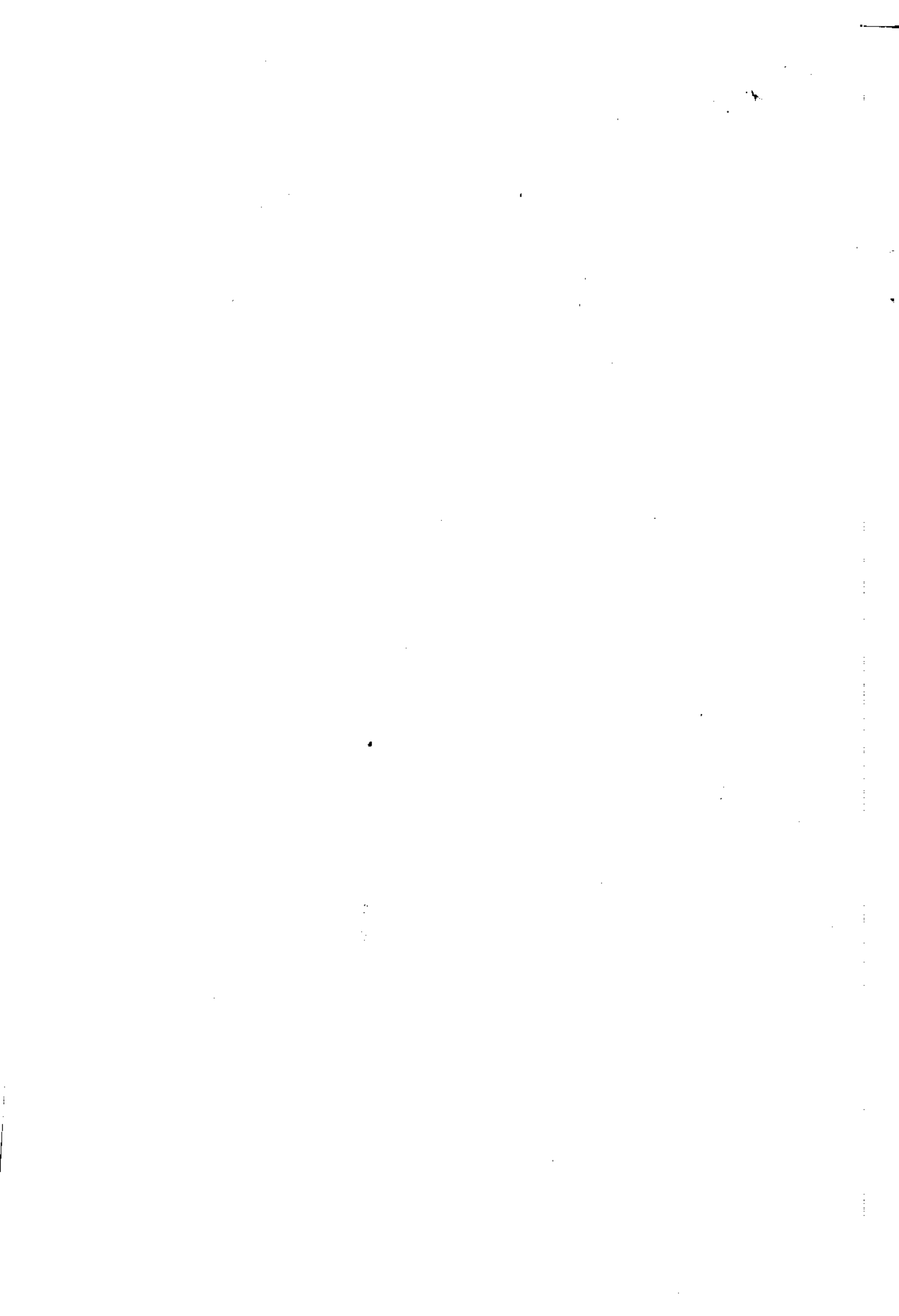
TOTAL RS. _____ RUPEES _____

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Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

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- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates be corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work, except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

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The rate devasted in 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 percent of the contract amount / cost / pr ce. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

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

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors

Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required the entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment:** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and curtailment of the work.
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- (D) The time of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

(5)

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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect 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 defect correction period mentioned in notice.
- C- UNcorrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party correct the defect. He may rectify and remove and reexecute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respect of the contractor.
2- if the engineer consider that the correction of the 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 there forth.

Clause 11: A- Inspect on of operations. The Engineer and his subordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility / assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without 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 12 months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 form the last date on which its final measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor _____

Executive Engineer / Procuring Agency



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/3

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: IMPROVEMENT OF CC STREET # 06,07,08,09 UMAR BALLOCH MOHALLAHIN UC-02.

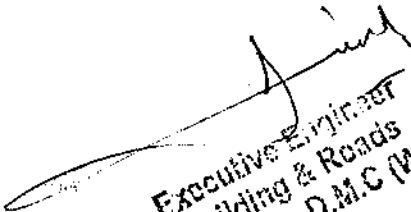
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 6,70,646.00 + OR
RS. 13,413.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

SUBJECT:

613
IMPROVEMENT OF CC STREET # 06,07,08,09 UMAR BALLOCH MOHALLAHIN UC-02.

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power roller	17400	sft	526.28% sft	91573.00
02	P/L RCC 1 1/2" thick topping CC 1:2:4 i/c surface finishing and dividing in to penels 2" thick topping	17400	Sft	3275.50 % sft	569937.00
03	P/L RCC manhole cover i/c tor bars frame using GSB 3/2" and down gauge etc complete 21" dia 24" dia	10	Ecah	913.63	9136.00
SUB TOTAL PART-A					6,70,646.00 + OR

SIGNATURE OF CONTRACTOR _____

ADDRESS: _____

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	4350 cft	OR Rs.	
02	P/F RCC Rng slab 39" dia with RCC manhole cover of 21" dia as per direction of Engineer incharge	10 Nos	OR Rs.	
03	Extra for using SR cement in place of OPC	503 cwt	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR _____

SUBJECT: IMPROVEMENT OF CC STREET # 06,07,08,09 UMAR BALLOCH MOHALLAHIN UC-02

6/3

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

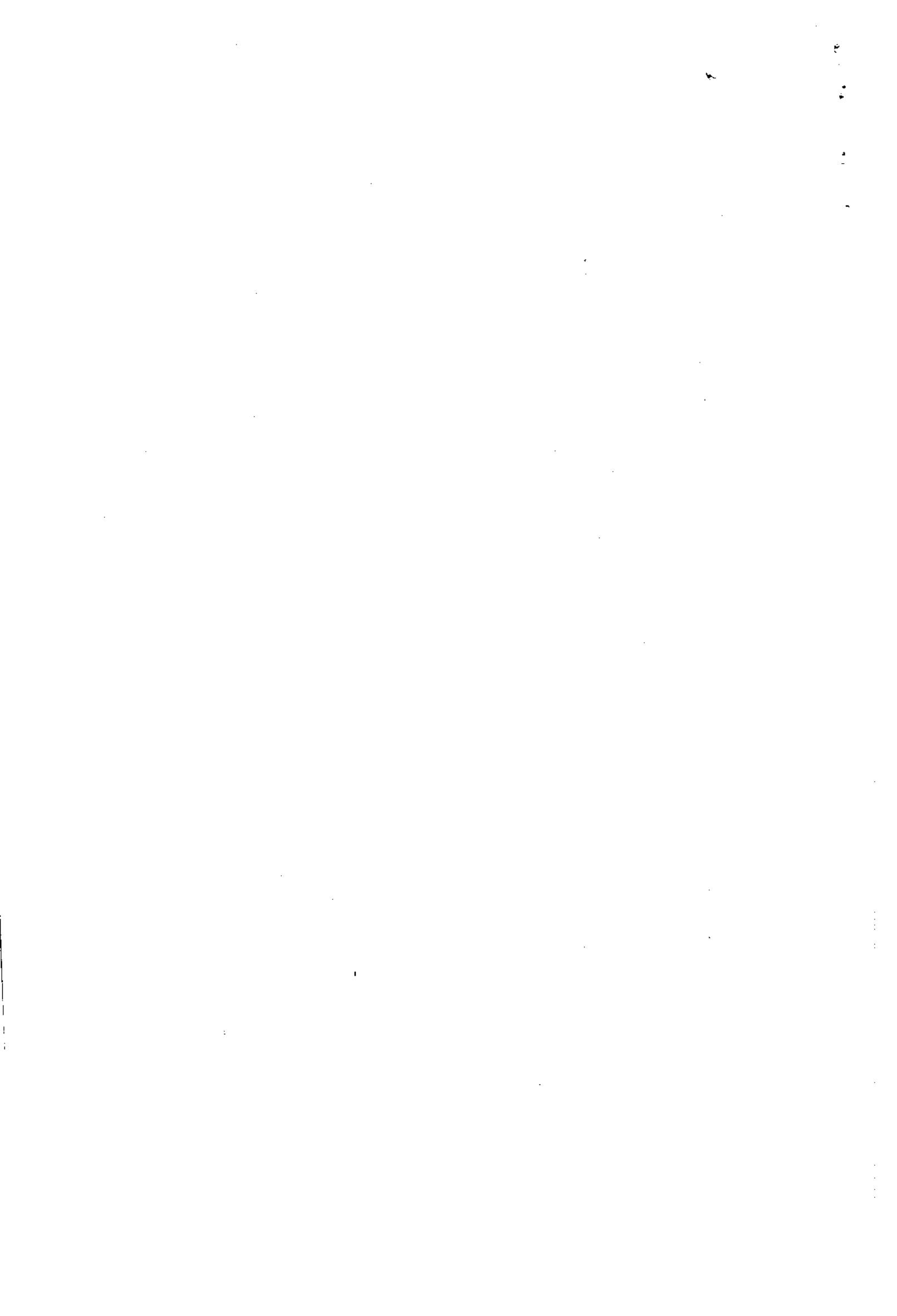
TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web-site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost / bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

v

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rate of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, the work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

(5)

CONDITION OF CONTRACT

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month to achieve progress on the prorata basis.

The rate devastated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

- 1- Contractor causes a breach of any clause of the contract;
- 2- The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
- 3- in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.
- 4- contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/4

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: IMPROVEMENT / CONSTRUCTION OF CC STREET IN SHAIR MUHAMMAD
MOHLLAH IN UC-02 DMC (WEST).

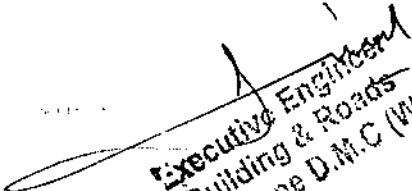
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 6,09,529.00 + OR
RS. 12,191.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/4

SUBJECT: IMPROVEMENT / CONSTRUCTION OF CC STREET IN SHAIR MUHAMMAD MOHLLAH IN UC-02 DMC (WEST).

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power roller	9201	sft	526.28% sft	48397.00
02	P/L 1:4:8 usign GSB 3" to 2" and i/c leveling compacting curing etc complete without shuttering	2301	cft	11288.75 % cft	259754.00
03	P/L RCC 1 1/2 thick topping CC 1:2:4 i/c surface finishing and dividing in to penels 2" thick topping	9201	Sft	3275.50 % sft	301378.00
SUB TOTAL PART-A					609529.00 + OR

SIGNATURE OF CONTRACTOR

ADDRESS : _____

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Granular sub base course material over prepared sub grade in conformity with line grade thickness and typical cross sections shown in drawing for new pavement at grade widening existing pavement using well graded granular crushed stone with and all silt having a smooth gradation curve within the limit for grading C or I as per AASHTO-M 180 method D using approved mechanical means or i/c watering with all lead and lift as per specification and as per direction of the engineerin charge	4600 cft	OR Rs.	
02	Extra for using SR cement in place of OPC	265 cwt	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR

614

SUBJECT: IMPROVEMENT / CONSTRUCTION OF CC STREET IN SHAIR MUHAMMAD MOHLLAH IN UC-02 DMC (WEST).

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

v

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SFP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue Board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT.

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorated basis.
The rate devastated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

1- Contractor causes a breach of any clause of the contract:

2- The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.

3- in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.

4- contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.

2- to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.

- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required the entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment:** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoverias from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 b in the form of few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

(5)

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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectify or remove and re-construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UNcorrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party to correct the defect. He may rectify and remove and re-execute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respects of the contractor.
2- If the engineer considers that the correction of the defect is not essential and it may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility / assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work. The contractor shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or becomes apparent within 12 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 workman 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, bushes or wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bushes wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

5

5

Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

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Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/5

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: Improvement / Construction of cc street in Kashif Medical store in UC-02 ✓


BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 5,75,018.00 + OR ✓
RS. 11500.00 ✓
RS. 1000.00 ✓

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/5

SUBJECT: Improvement / Construction of cc street in Kashif Medical store in UC-02

PART-A ITEM BASED ON SCHEDULE RATES

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SUB TOTAL PART-A					575018.00 + OR

PART-B ITEM BASED ON OFFER RATES

S#	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	Extra for using SR cement in place of OPC	290 cwt	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR _____

ADDRESS : _____

6/5

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I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
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GRAND TOTAL PART-A & B		RS. _____

TOTAL RS _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
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Signature of contractor _____

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DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

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- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

(5)

CONDITION OF CONTRACT

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorata basis.

The rate devistated in 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 percent of the contract amount / cost /price. Payment of liquidated damages does not affect the contractor's liabilities.

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Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

- 1-Contractor causes a breach of any clause of the contract;
- 2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
- 3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.
- 4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

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- 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 work or the performance of the contract.
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- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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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 for his sub ordinate incharge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
2- If the engineer consider that the correction of the defect is not essential and it may be accepted or make use of, it shall be within his discretion to accept the same at such reduce rates as he may fixed there forth.

Clause 11: A- Inspection of operations. The Engineer and his sub ordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his sub ordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less than days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



6/6

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: CONSTRUCTION OF CC STREET IN HARYANA COLONY AND OTHER AREA IN
ORANGI ZONE, DMC (WEST).


BILL OF QUANTITIES

ESTIMATED COST
P/D SECURITY
TENDER COST

RS. 8,00,982.00 + OR ✓
RS. 16020.00 ✓
RS. 1000.00 ✓

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

SUBJECT: CONSTRUCTION OF CC STREET IN HARYANA COLONY AND OTHER AREA IN ORANGI ZONE, DMC (WEST).

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of cement concrete flooring 1:2:4 plain	2302	cft	3327.50% cft	76599.00
02	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power roller	13500	sft	526.28% sft	71048.00
03	P/L RCC 1 1/2" thick topping CC 1:2:4 i/c surface finishing and dividing in to panels 2" thick topping	13500	Sft	3275.50 % sft	442193.00
04	Excavation for pipe line in trenches and pits in hard rock by hammering and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	1719	cft	10770 0 %cft	18514.00
05	P/L RCC rubbing ring pipe of class A and fixing in trenches i/c cutting fitting and jointing with rubber ring etc 12" dia pipe	250 Rft	Rft	367.00	91750.00
06	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and disposal of surplus stuff up to one chain etc complete	09 Nos	Each	13064.00	117576.00
07	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	(-)15.75	Rft	1540.00	(-) 24255.00
08	P/L 1:3:6 using GSB 3/4" and d/g i/c consolidation curing etc complete with out shuttering	60 cft	cft	12595.00	7557.00
SUB TOTAL PART-A					8,00,982.00 + OR

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180	3915 cft	OR Rs.	

	method D using approved mechanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge			
02	Extra for using SR cement in place of OPC	390 cwt	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR _____

ADDRESS : _____

SUBJECT: CONSTRUCTION OF CC STREET IN HARYANA COLONY AND OTHER AREA IN ORANGI ZONE, DMC (WEST).

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE TEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

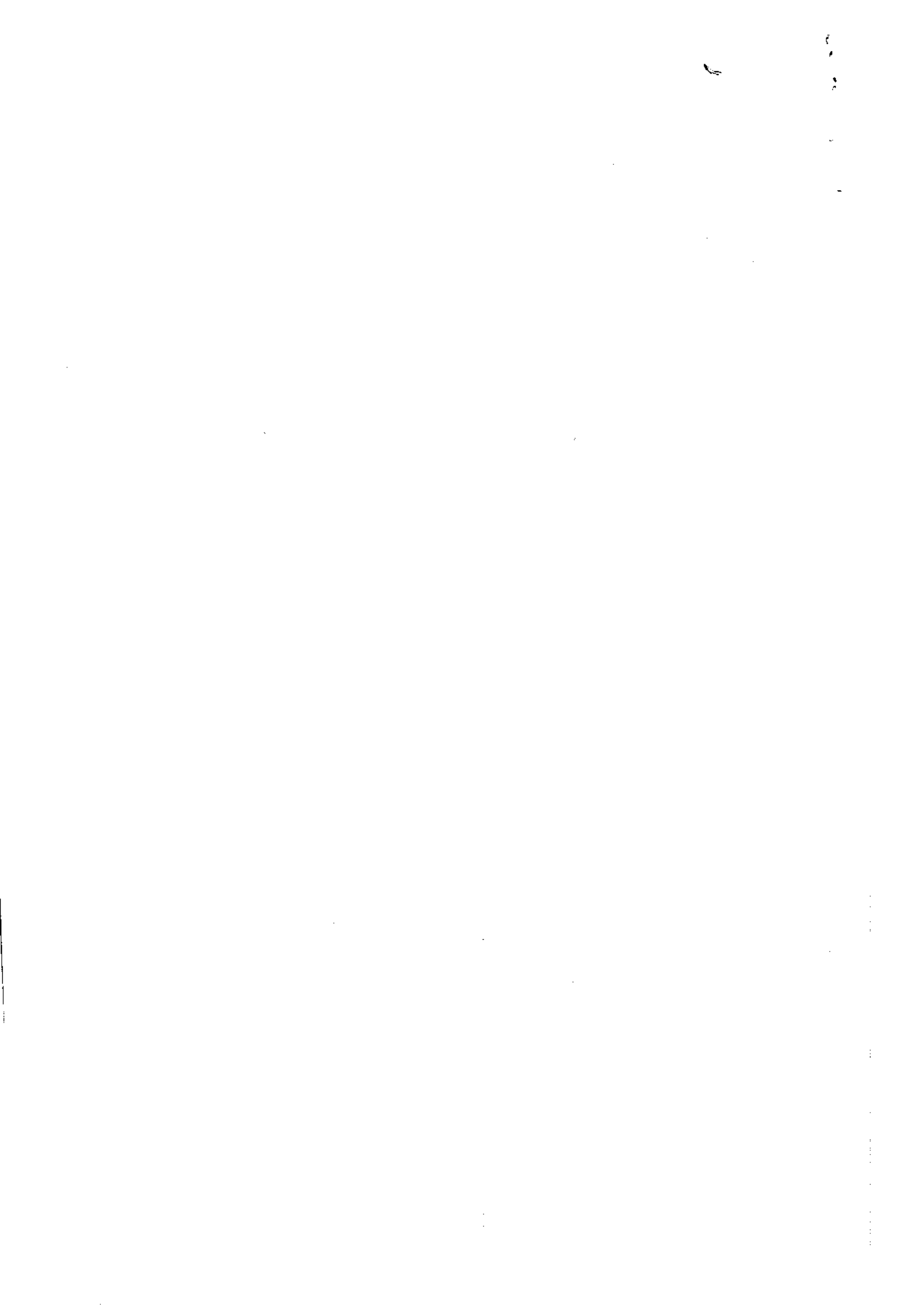
TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Mater governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates be corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less then days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



6/7

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: CONSTRUCTION OF CC STREET AND PIPE DRAIN IN HAZARVI MOHALLAH AND
DIFFERENT AREAS IN ORANGI ZONE ✓

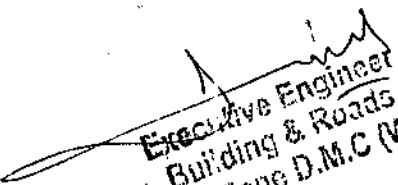
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 8,36,272.00 + OR ✓
RS. 16,724.00 ✓
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/7

SUBJECT: CONSTRUCTION OF CC STREET AND PIPE DRAIN IN HAZARVI MOHALLAH AND DIFFERENT AREAS IN ORANGI ZONE

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of cement concrete flooring 1:2:4 plain	1666	cft	3327.50% cft	55426.00
02	Earth work excavation of road side nails forming its bank or putting the same embankment as directed breaking clods dressing etc complete in ordinary soil	2363	cft	1437.00 % cft	3396.00
03	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	4029 cft	cft	1065.00 % cft	42909.00
04	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power roller	13500	sft	526.28% sft	71048.00
05	P/L RCC 1 1/2 thick topping CC 1:2:4 i/c surface finishing and dividing in to penels 2" thick topping	13500	Sft	3275.50 % sft	442193.00
06	Excavation for pipe line in trenches and pits in all kind of soil and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	1650	cft	4650.00 0 %cft	7673.00
07	P/L RCC rubbing ring pipe of class A and fixing in trenches i/c cutting fitting and jointing with rubber ring etc 12" dia pipe	300 Rft	Rft	367.00	110100.00
08	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and disposal of surplus stuff up to one chain etc complete	10 Nos	Each	13064.00	130640.00
09	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	(-)20.00	Rft	1540.00	(-) 30800.00
10	Riffling of excavated stuff in trenches 6" th in layer i/c watering ramming to full compaction etc complete	1333	cft	2760.00	3679.00
SUB TOTAL PART-A					8,36,272.00 + OR

617

SUBJECT: CONSTRUCTION OF CC STREET AND PIPE DRAIN IN HAZARVI MOHALLAH AND DIFFERENT AREAS IN ORANGI ZONE

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	3915 cft	OR Rs.	
SUB TOTAL PART-B				

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	FART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	FART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, **contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.**

v

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- **Right to rejection:** The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SP 2 Rules-2010 (amended-2013).

5- **Conditional offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-**Measurements:** All works shall be measured by standardized instruments according to the rules.

7-**Evidence of eligibility:** Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-**Late submission of bids:** any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- **Bid security:** Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT

Clause-1 : Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the 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.
The rate devaluated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

1-Contractor causes a breach of any clause of the contract:

2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.

3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.

4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.

2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.

- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment :** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect 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 defect correction period mentioned in notice.
- C- UNcorrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party correct the defect. He may rectify and remove and reexecute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respects of the contractor.
- 2- if the engineer considers that the correction of the defect is not essential and it may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility / assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 on the contractor's expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

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Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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.

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- A- Mobilization advance in any condition, situation is not allowed.
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 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



6/08

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: RE CONSTRUCTION OF NALLAH AND SLAB IN UC-02

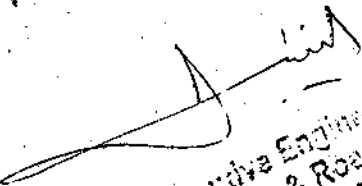
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 4,78,616.00 + OR
RS. 9,572.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Bridging & Roads
Orangi Zone D.M.C (West)



SUBJECT: RE CONSTRUCTION OF NALLAH AND SLAB IN UC-02

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of RCC separating reinforcement from concrete cleaning and straightening same	3655	cft	5445.00 % cft	199015.00
02	Dismantling of cement concrete 1:3:6 plain	1260	cft	1306.80 % cft	16466.00
03	Earth work for ashes sand and soft soil or scaled clearance un dressed lead up 50 ft	10386	cft	2420.00 % cft	25134.00
04	Cement concreting plain 1:2:4 i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering	270	cft	14429.25 % cft	38959.00
05	Erecting and removal of entering for RCC or plain CC work in partial wood vertical	720 Sft	cft	3127.41 % sft	22517.00
06	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	15301 cft	cft	1065.00 % cft	162956.000
07	S/F new jute bags 4 to 5 cft capacity with sand and earth laying in position under water	67	No	202.46 each	13565.00
SUB TOTAL PART-A					4,78,616.00+ OR

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/F RCC precast slab or i/c linter racking out joints with cement mortar curing etc complete as per direction of engineer in charge 6" thick linter slab	1040 cft	OR Rs.	
SUB TOTAL PART-B				

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____



SUBJECT: RE CONSTRUCTION OF NALLAH AND SLAB IN UC-02

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B OFFER RATES	RS. _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web-site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rates of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates be corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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CONDITION OF CONTRACT.

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the 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. The rate devastated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

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

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment :** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectify or remove and re-construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UNcorrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party to correct the defect. He may rectify and remove and re-execute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respects of the contractor.
2- if the engineer considers that the correction of the defect is not essential and it may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility / assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of not less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without 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 12 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 workman and deduct the expenses from retention money lying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



6/9

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: CONSTRUCTION / IMPROVEMENT OF ROAD NEAR SADAF CHOWK IN ORANGI
ZONE

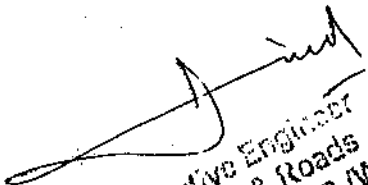
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 6,84,620.00 + OR
RS. 13692.00 ✓
RS. 1000.00 ✓

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/9

SUBJECT: CONSTRUCTION / IMPROVEMENT OF ROAD NEAR SADAF CHOWK IN ORANGI ZONE

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B OFFER RATES	Rs. _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____

SUBJECT: CONSTRUCTION / IMPROVEMENT OF ROAD NEAR SADAF CHOWK IN ORANGI ZONE

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Earth work excavation of road side nails forming its bank or putting the same embankment as directed breaking clods dressing etc complete in ordinary soil	864 cft	cft	1437.00 % cft	1242.00
02	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	847 cft	cft	1065.00 % cft	9021.00
03	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power	12000	sft	526.28% sft	63154.00
04	Providing 1" thick consolidated premixed carpet in proper camber and grade i/c supplying 10 cft Bajri 4 cft hill sand of approved quality and grade bitumen of 8/100 penetration i/c missing in mechanical mixer in required propotion i/c heating material and cleaning the road surface rate i/c all cost of material T&P and carriage up to 3 chanin using crushed Bajri laing premixed carpet	12000 sft	cft	4107.84 % cft 986.02 % cft 5093.86 % cft	611263.00
SUB TOTAL PART-A					684620.00 + OR

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	6000 cft	OR Rs.	
SUB TOTAL PART-B				





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

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- (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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect 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 defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party correct the defect. He may rectify and remove and re-execute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respects of the contractor.
2- if the engineer considers that the correction of the defect is not essential and it may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility / assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less than days to the Engineer in charge when ever any such part of the works or foundation 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 on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without 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 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 workman and deduct the expenses from retention money lying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors shall be paid by him.

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Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

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Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

6/10



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: RECONSTRUCTION OF ROAD AND DIFFERENT AREA IN QAIM KHANI MOHALLAH
IN ORANGI ZONE

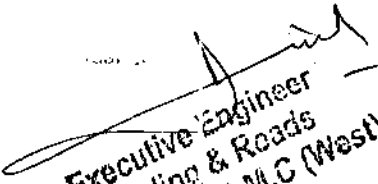
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 7,25,640.00 + OR
RS. 14,513.00 ✓
RS. 1000.00 ✓

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/10

SUBJECT: RECONSTRUCTION OF ROAD AND DIFFERENT AREA IN QAIM KHANI MOHALLAH
IN ORANGI ZONE

PART-A ITEM BASED ON SCHEDULE RATES

S#	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling and removing of road mantling carpeting etc	2490	cft	605.00 % cft	15065.00
02	Dismantling of cement concrete flooring 1:2:4 palin	830	cft	3327.50% cft	27618.00
03	Earth work excavation of road side nails forming its bank or putting the same embankment as directed breaking clods dressing etc complete in ordinary soil	4200 cft	cft	1437.00 % cft	6035.00
04	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	7520 cft	cft	1065.00 % cft	80088.00
05	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power	10620	sft	526.28% sft	55891.00
06	Providing 1" thick consolidated premixed carpet in proper camber and grade i/c supplying 10 cft Bajri 4 cft hill sand of approved quality and grade bitumen of 8/100 penetration i/c missing in mechanical mixer in required propotion i/c heating material and cleaning the road surface rate i/c all cost of material T&P and carriage up to 3 chanin using crushed Bajri laing premixed carpet	10620 sft	cft	4107.84 % cft 986.02 % cft 5093.86 % cft	540968.00
SUB TOTAL PART-A					725640.00 + OR

PART-B ITEM BASED ON OFFER RATES

S#	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	3983 cft	OR Rs.	
02	P/F RCC Rng slab 39" dia with RCC manhole cover of 21" dia as per direction of Engineer incharge	20 Nos	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR _____

ADDRESS : _____

SUBJECT: RECONSTRUCTION OF ROAD AND DIFFERENT AREA IN QAIM KHANI MOHALLAH
IN ORANGI ZONE

6/10

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Mater governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: It must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SFP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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CONDITION OF CONTRACT.

Clause-1 : Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorate basis.

The rate devasted in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

1-Contractor causes a breach of any clause of the contract:

2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.

3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.

4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.

2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.

- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment :** (A) Interim fresh running bill & bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

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

Executive Engineer / Procuring Agency

Contractor _____

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/11

TENDER REFERENCE # NIT/06/ 2015

Dated: 19-5-2015

SUBJECT: P/L RCC PIPE 12" DIA ZIA COLONY BIJLI NAGAR SECTOR 4-F IN
MOMINABAD IN ORANGI ZONE

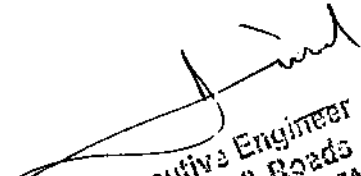
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 9,98,211.00
RS. 19,964.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/11

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

SUBJECT: P/L RCC PIPE 12" DIA ZIA COLONY BIJLI NAGAR SECTOR 4-F IN
MOMINABAD IN ORANGI ZONE

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of cement concrete plain flooring	2147	cft	3327.50% cft	71441.00
02	Excavation for pipe line in trenches and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	4650 cft	cft	4650.00 0%cft	21623.00
03	Excavation for pipe line in trenches and pits in soft rock by hammering and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	1350	cft	10770.00% 0 cft	14540.00
04	P/L RCC rubbering ring pipe of class A and fixing in trenches i/c cutting, fitting and jointing with rubber ring etc 12" dia pipe	1000	Rft	367.00	367000.00
05	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and dispose of surplus stuff up to one chain its complete	45	Each	13064.00	587880.00
06	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	78.75 (-)	Rft	1540.00	(-) 121275.00
07	Refilling of excavation stuff in trenches 6" this compacting at all lead and lift	4943	Cft	2760.00 0%cft	13643.00
08	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site 10 miles	3204	cft	1065.00 % cft	34123.00
08	P/L 1:2:4 RCC manhole covers i/c tor bars frame using GSB ¾" and d/g etc complete	10	No	913.63	9136.00
					9,98,211.00

SIGNATURE OF CONTRACTOR _____

6/11

SUBJECT: P/L RCC PIPE 12" DIA ZIA COLONY BIJLI NAGAR SECTOR 4-F IN MOMINABAD IN ORANGI ZONE

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
GRAND TOTAL -A		RS. _____

TOTAL RS. _____ RUPEES _____

NOTE:-

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Mater governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instructor to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, **contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.**

v
3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to re,ection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submiss on of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates be corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT.

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorated basis. The rate deviated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

- 1-Contractor causes a breach of any clause of the contract;
- 2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
- 3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.
- 4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment:** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

(5)

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 for his sub ordinate incharge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
2- if the engineer consider that the correction of the defect is not essential and it may be accepted or make use of, it shall be within his discretion to accept the same at such reduce rates as he may fixed there forth.

Clause 11: A- Inspection of operations: The Engineer and his sub ordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his sub ordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less then days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

6/12

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/ 2015

Dated: 19-5-2015

SUBJECT: Improvement of drain and precast slab sector 11-A , 11-E Mustufa colony in UC-04.


BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 2,06,031.00 + OR
RS. 4,121.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/12

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

SUBJECT: Improvement of drain and precast slab sector 11-A, 11-E Mustufa colony in UC-04.

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of RCC separating reinforcement bars from concrete cleaning and straightening same	2109 cft	cft	5445.00 cft	114835.00
02	Earth work excavation in irrigation channels drain etc dressed to designed schemes and profile excavated materials disposed off and dressed within 50 ft	5259 cft	cft	2420.00% 0 cft	12727.00
03	Cartage of sand bajri lime surki murum building and rubbish i/c loading and unloading	7368 cft	cft	1065.00	78469.00
					2,06,031.00 + OR

SIGNATURE OF CONTRACTOR _____

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/F Pre cast slab or linter of required size and shape as per design and racking out joints with cement mortar curing etc complete as per direction of engineer in charge 6" thick linter slab	1575 cft	OR Rs.	
SUB TOTAL PART-B				

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW, SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL -A		RS. _____

TOTAL RS. _____ RUPEES _____

NOTE:-

The rates must be quoted in words and figures both clearly readable.
 Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage or all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

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- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT.

Clause-1 : Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorate basis.
The rate devaluated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

1-Contractor causes a breach of any clause of the contract:

2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.

3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.

4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.

2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.

- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment:** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

6/13

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015 Dated: 19-5-2015
ORANGI ZONE, DMC (WEST)

SUBJECT: Providing RCC manhole covers 21" dia in PS-94


BILL OF QUANTITIES

ESTIMATED COST	RS. 9,69,361.00 + OR
BID SECURITY	RS. 19,387.00 ✓
TENDER COST	RS. 1000.00 ✓

Issued to M/S

Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/13

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

SUBJECT: Providing RCC manhole covers 21" dia in PS-94

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	P/L RCC manhole cover i/c tor bars frame using GSB 3/4" and down gauge etc complete 21" dia 24" dia	1061	Ecah	913.63	969361.00
SUB TOTAL PART-A					9,69,361.00

SIGNATURE OF CONTRACTOR

ADDRESS : _____

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

A PAY ORDER BEARING # _____ DATED: _____ OF _____
BRACH _____ RUPEES _____

_____ HAS BEEN ATTACHED WITH THE
TENDER AS PER NIT AND OFFER RATES MENTIONED ABOVE.

NOTE:-

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates be corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT.

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liqu dated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, In all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorate basis.
The rate deviated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

- 1-Contractor causes a breach of any clause of the contract:
- 2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
- 3-in case of at andonment of the work owing to the serious illness or death of a contractor or any other cause.
- 4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: Specification: The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 Payment : (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: Issuance of variation and repeat orders.

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
2- if the engineer consider that the correction of the defect is not essential and it may be accepted or make use of, it shall be within his discretion to accept the same at such reduce rates as he may fixed there forth.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less than days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/1/15

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: Construction / Improvement of road on different places in UC-05 and 09 Orangi zone


BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 7,88,240+ OR
RS. 15,765.00.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/14

SUBJECT: Construction / Improvement of road on different places in UC-05 and 09 Orangi zone

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Earth work excavation of road side nails forming its bank or putting the same embankment as directed breaking clods dressing etc complete in ordinary soil	10500 cft	cft	1437.00 % cft	15089.00
02	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site	18905 cft	cft	1065.00 % cft	201338.00
03	Providing 1" thick consolidated premixed carpet in proper camber and grade i/c supplying 10 cft Bajri 4 cft hill sand of approved quality and grade bitumen of 8/100 penetration i/c missing in mechanical mixer in required propotion i/c heating material and cleaning the road surface rate i/c all cost of material T&P and carriage up to 3 chanin using crushed Bajri laing premixed carpet	12000 sft	cft	4765.11 % cft	571813.00
SUB TOTAL PART-A					7,88,240.00 + OR

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	3960 cft	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR

ADDRESS : _____

6/14

SUBJECT: Construction / Improvement of road on different places in UC-05 and 09 Orangi zone

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) (@ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, **contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.**

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage or all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

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10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT.

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorate basis.
The rate deviated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

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Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

- 1-Contractor causes a breach of any clause of the contract;
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- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
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- 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 work or the performance of the contract.
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Clause-6: Specification: The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

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- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

3

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 for his sub ordinate incharge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
2- if the engineer consider that the correction of the defect is not essential and it may be accepted or make use of, it shall be within his discretion to accept the same at such reduce rates as he may fixed there forth.

Clause 11: A- Inspection of operations. The Engineer and his sub ordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his sub ordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 beer given to the contractor himself.

Clause- 12: Examination of work before covering up:

A-No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less then days to the Engineer in charge when ever any such part of the works or foundation 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 foundation s.

B- if any work is cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

5

5

Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions\, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 form the last date on which its final measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

6/15

**DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519**

TENDER REFERENCE # NIT/06/ 2015

Dated: 19-5-2015

SUBJECT: P/L RCC PIPE 9" DIA AND CC STREET GALI # 09,10,11 IN RAHIM SHAH COLONY IN UC-04 ✓


BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 8,78,809.00 + OR
RS. 17,576.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/15
DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
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SUBJECT: P/L RCC PIPE 9" DIA AND CC STREET GALI # 09,10,11 IN RAHIM SHAH COLONY IN UC-04

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Excavation for pipe line in trenches and pits in sof rock by hammering and chiseling dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	3025	cft	10770 0%cft	32579.00
02	Excavation for pipe line in hard rock by hammering i/c trimming and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	1891	cft	24150.00 0%cft	45668.00
03	P/L RCC rubbering ring pipe of class A and fixing in trenches i/c cutting, fitting and jointing with rubber ring etc 9" dia pipe	700	Rft	206.00	144200.00
04	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and dispose of surplus stuff up to one chain its complete	33	Each	13064.00	431112.00
05	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	74.25 (-)	Rft	1540.00	(-) 114345.00
06	Refilling of excavation stuff in trenches 6" this compacting at all lead and lift	2514	Cft	2760.00 0%cft	6939.00
07	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power roller	8750	sft	526.28% sft	46050.00
08	P/L RCC 2" thick topping CC 1:2:4 i/c surface finishing and dividing in to panels 2" thick topping	8750	Sft	3275.50 % sft	286606.00
					8,78,809.00 + OR

SIGNATURE OF CONTRACTOR _____

6/15

SUBJECT: P/L RCC PIPE 9" DIA AND CC STREET GALI # 09,10,11 IN RAHIM SHAH COLONY IN UC-04

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density accorign to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	2538 cft	OR Rs.	
02	S/F imported earth within the radius of 5 miles i/c diggin ₃ , loading and unloading and stacking at site with power roller	1094	OR Rs.	
SUB TOTAL PART-B				

I / WE HERE BY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL -A		RS. _____

TOTAL RS. _____ RUPEES _____

NOTE:-

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web-site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rate of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, the work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cope with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

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- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
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Clause 11: A- Inspection of operations. The Engineer and his sub ordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his sub ordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less then days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
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 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
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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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

6/16

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/ 2015

Dated: 19-5-2015

SUBJECT: IMPROVEMENT OF RCC SLAB NEAR PANJA CHOWK BABA WILLAYAT
ALI SHAH COLONY, TAUHEED COLONY AND DIFFERENT PLACES IN
UC-05.

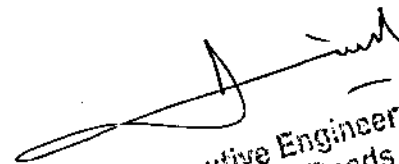
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 5,31,591.00 + OR
RS. 10,632.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/16

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

SUBJECT: IMPROVEMENT OF RCC SLAB NEAR PANJA CHOWK BABA WILLAYAT
ALI SHAH COLONY, TAUHEED COLONY AND DIFFERENT PLACES IN
UC-05.

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of RCC separating reinforcement bars from concrete cleaning and straightening same	351 cft	cft	5445.00 cft	19112.00
02	Dismantling 1:3:6 plain flooring CC	731 cft	cft	1306.80 % cft	9553.00
03	Earth work excavation in irrigation channels drain etc dressed to designed schemes and profile excavated materials disposed off and dressed within 50 ft	5460	cft	2420.00% 0 cft	13213.00
04	Fabrication of tor steel reinforcement for cement concrete i/c cutting bending binding and laying in position making joints and fastening i/c the cost of binding works and removal of rust	29 cwt	cwt	5001.70	145049.00
05	RCC work i/c all labor and material except the cos of reinforcement and its labor for bending binding wich will be paid separately This rate i/c all kind of form molds lifting shuttering cutting rendering and finishing the expose surface i/c screeing and washing of shingles ratio 1:2:4	816 cft	cft	337.00	274992.00
06	Cartage of sand bajri lime surki murum building and rubbish i/c loading and unloading	6542 cft	cft	1065.00	69672.00
					5,31,591.00 + OR

SIGNATURE OF CONTRACTOR _____

6/16

SUBJECT:

IMPROVEMENT OF RCC SLAB NEAR PANJA CHOWK BABA WILLAYAT ALI SHAH COLONY, TAUHEED COLONY AND DIFFERENT PLACES IN UC-05.

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/F RCC precast slab 2" thick of required size and shape and racking out joints with cement mortar curing etc complete as per direction of engineer incharge	958 sft	OR Rs.	
02	P/F Pre cast slab or linter of required size and shape as per design and racking out joints with cement mortar curing etc complete as per direction of engineer in charge 6" thick	900 sft	OR Rs.	
SUB TOTAL PART-B				

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL -A		RS. _____

TOTAL RS. _____ RUPEES _____

NOTE:-

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Mater governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: it must include, but not limited to: Conditions of contract, **contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.**

v
3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SFP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department va id NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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CONDITION OF CONTRACT.

Clause-1 : Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, In all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorata basis.
The rate devastated in 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 percent of the contract amount / cost /price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

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

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C)- In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: Specification: The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 Payment : (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: Issuance of variation and repeat orders.

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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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 for his sub ordinate incharge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
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Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

6/17

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/ 2015

Dated: 19-5-2015

SUBJECT: P/L RCC pipe 15" dia near alam decoration shop to existing line Phase-II
Block C in UC-01 Orangi zone

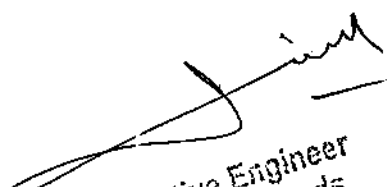
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 9,98,630.00
RS. 19,973.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

417

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

SUBJECT: P/L RCC PIPE 15" DIA NEAR alam decoration shop to existing line Phase-II
Block C in UC-01 Orangi zone

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of cement concrete plain flooring 1:3:6 plain	2108	cft	1306.80% cft	27547.00
02	Dismantling of cement concrete plain flooring 1:2:4 plain	1909	cft	3327.50% cft	63522.00
03	Excavation for pipe line in trenches and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	3000 cft	cft	4650.00 0%cft	13950.00
04	Excavation for pipe line in trenches and pits in soft rock by hammering and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	3750	cft	10770.00% 0 cft	40388.00
05	Excavation for pipe line in trenches and pits in hard rock by hammering and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	2200	cft	24150.00% cft	53130.00
06	P/L RCC rubbering ring pipe of class A and fixing in trenches i/c cutting, fitting and jointing with rubber ring etc 15" dia pipe	800	Rft	436.00	348800.00
07	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and dispose of surplus stuff up to one chain its complete	34	Each	13064.00	444176.00
08	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	42.50 (-)	Rft	1540.00	(-) 65450.00
09	Refilling of excavation stuff in trenches 6" this compacting at all lead and lift	5336	Cft	2760.00 0%cft	14727.00

617

10	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site 10 miles	5431	cft	1065.00 % cft	57840.00
					9,98,630.00 ₹

SIGNATURE OF CONTRACTOR _____

SUBJECT: P/L RCC PIPE 15" DIA NEAR alam decoration shop to existing line Phase-II Block C in UC-01 Orangi zone

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
GRAND TOTAL -A		RS. _____

TOTAL RS. _____ RUPEES _____

NOTE:-

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Mater governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / Invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: It must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SFP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned u nopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates be corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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CONDITION OF CONTRACT

Clause-1: Commencement and completion dates of the work: The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: Liquidated damages: The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, In all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorate basis.
The rate devastated in 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 percent of the contract amount / cost /price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: Termination of the contract.

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

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

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment :** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of 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 for his sub ordinate incharge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
2- if the engineer consider that the correction of the defect is not essential and it may be accepted or make use of, it shall be within his discretion to accept the same at such reduce rates as he may fixed there forth.

Clause 11: A- Inspection of operations. The Engineer and his sub ordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his sub ordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose order: 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less then days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
 - 2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: **Recovery of arrears of land Revenue:** Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

6/18

TENDER REFERENCE # NIT/06/ 2015

Dated: 19-5-2015

SUBJECT: P/L RCC PIPE FROM MALIK CHOWK MAIN ROAD TO PMT IN
MOMINABAD IN UC-01

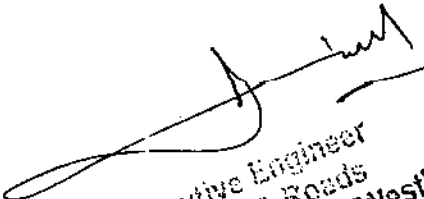
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 9,84,547.00 + OR
RS. 19,691.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

6/18

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

SUBJECT: P/L RCC PIPE FROM MALIK CHOWK MAIN ROAD TO PMT IN MOMINABAD IN UC-01

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of cement concrete plain flooring 1:2:4 plain	3208	cft	3327.50 % cft	106746.00
02	Dismantling and removing of stone medaling and separating etc	1000	cft	605.00 % cft	6050.00
03	Excavation for pipe line in trenches and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	7500 cft	cft	4650.00 0%cft	34875.00
04	Excavation for pipe line in trenches and pits in soft rock by hammering and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	2000	cft	10770.00 0% cft	21540.00
05	P/L RCC rubbering ring pipe of class A and fixing in trenches i/c cutting, fitting and jointing with rubber ring etc 15" dia pipe	800	Rft	436.000	348800.00
06	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and dispose of surplus stuff up to one chain its complete	35	Each	13064.00	457240.00
07	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	43.75 (-)	Rft	1540.00	(-) 67375.00
08	Refilling of excavation stuff in trenches 6" this compacting at all lead and lift	6086	Cft	2760.00 0%cft	16797.00
09	Cartage of sand bajri lime surki murum and building rubbish i/c loading and unloading and stacking at site 10 miles	5622	cft	1065.00 % cft	59874.00
					9,84,547.00 + OR

SIGNATURE OF CONTRACTOR _____

6/18

SUBJECT: P/L RCC PIPE FROM MALIK CHOWK MAIN ROAD TO PMT IN
MOMINABAD IN UC-01

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/F pre cast slab RCC ring slab 39" dia with RCC manhole covers of 21" dia as per direction of engineer in charge	05 Nos	OR Rs.	
SUB TOTAL PART-B				

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL -A		RS. _____

TOTAL RS. _____ RUPEES _____

NOTE:-

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

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5

CONDITION OF CONTRACT.

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- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment:** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in-charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: Financial assistance / advance payment:

A- Mobilization advance in any condition, situation is not allowed.

B- Secure advance against materials brought at site.

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

2- Recovery of secured advance paid to the contractor under above provision shall be affected from the monthly payments on actual consumption basis but not later then period more the three months (even if unutilized).

Clause-19: Recovery of arrears of land Revenue: Any sum due to the government by the contractor shall 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 measurement are checked by and 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 in-charge has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

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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 for his sub ordinate incharge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of un sound material and un skilled full workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect the contractor shall be bound forthwith to rectified or removed and re construct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer incharge shall give the contractor at least 14 days' notice of in intention to use the third party correct the defect. He may rectify and remove and re execute the work or remove or replace material or articles complain of as the case may be as the risk and expense in all respect of the contractor.
2- if the engineer consider that the correction of the defect is not essential and it may be accepted or make use of, it shall be within his discretion to accept the same at such reduce rates as he may fixed there forth.

Clause 11: A- Inspection of operations. The Engineer and his sub ordinate, shall at all reasonable time have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and contractor shall afford every facility /assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his sub ordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 work shall be covered up or put out of view / beyond the reach without giving notice of no less then days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without arise during and in consequence of its performance of the contractor. If any damage is caused while the work is in progress or become apparent within months of the grant of the certificate of completion, final or otherwise the contractor shall make good the same at this own expense or in default the Engineer may cause the same to be made good by other workman and deduct the expenses from retention money laying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.



6/19

DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI.
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: Construction of cc street near Jama msjid Madina and masjid Hanfia in UC-02


BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 6,46,303.00 + OR
RS. 12,936.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi Zone D.M.C (West)

SUBJECT: Construction of cc street near Jama msjid Madina and masjid Hanfia in UC-02

6/19

PART-A ITEM BASED ON SCHEDULE RATES

S #	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Dismantling of cement concrete flooring 1:2:4 plain	2887 cft	Cft	3327.50% cft	96065.00
02	Cartage of sand bajri lime surki and building and rubbish i/c loading un loading and stacking at site 10 Miles	2887 cft	cft	1065.00 % cft	30747.00
03	Preparing of sub grade i/c earth excavation leveling to an average depth of 9" dressing to camber and consolidation with power roller	12700	sft	526.28% sft	66838.00
04	P/L RCC 2" thick topping CC 1:2:4 i/c surface finishing and dividing in to penels 2" thick topping	12700	Sft	3275.50 % sft	415989.00
05	P/L RCC manhole cover i/c tor bars frame using GSB ¾" and down gauge etc complete 21" dia	40	Ecah	913.63	36545.00
SUB TOTAL PART-A					6,46,303.00 + OR

SIGNATURE OF CONTRACTOR _____

ADDRESS : _____

PART-B ITEM BASED ON OFFER RATES

S #	DESCRIPTION	QUANTITY	RATES	AMOUNT
01	P/L granular base base course materials over prepared sub grade in grade thickness and typical cross sections for new grade with silt having a smooth gradation as per AASHTO-M watering with all lead and lift as per directed by engineer in charge	3498 cft	OR Rs	
02	P/L Aggregate base course material over the prepared sub grade in conformity with lines grade thickness and typical cross section shown in drawing for new pavement using well graded granular crushed stoen with asan dand silt having a smooth gradation curve with tin the limit for grading A or B as per AASHTO M 142-62 and compacting to 100% of the minimum dry density occurring to AASHTO-T 180 method D using approved m\chanical means of i/c watering with all lead and lift as per specification and as per directed by engineer in charge	3175 cft	OR Rs.	
03	P/F RCC Rng slab 39" dia with RCC manhole cover of 21" dia as per direction of Engineer incharge	36 Nos	OR Rs.	
SUB TOTAL PART-B				

SIGNATURE OF CONTRACTOR _____

6/19

SUBJECT: Construction of cc street near Jama msjid Madina and masjid Hanfia in UC-02

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
02	PART-B (ITEM RATE BASES ON OFFER RATES / ITEM RATES THE ITEMS OTHER THEN SCHEDULE RATES	RS.- _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____





DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: It must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

v

3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SPP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage or all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

CONDITION OF CONTRACT

Clause-1: **Commencement and completion dates of the work:** The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: **Liquidated damages:** The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorated basis. The rate deviated in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: **Termination of the contract.**

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

- 1-Contractor causes a breach of any clause of the contract.
- 2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
- 3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.
- 4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

- 1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.
- 2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.
- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

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

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- (D) The time of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

(3)

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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect 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 defect correction period mentioned in notice.
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B- Date for inspection: The Engineer shall give the contractor give a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 cover up or placed beyond the reach of measurement without such notice having been given: the same shall be uncovered on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without 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 12 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 workman and deduct the expenses from retention money lying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

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- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
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Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____

6/20



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST
SECTOR 11-E SHAHRAH-E-ORANGI, ORANGI TOWN, KARACHI
PTCL # 36697869 / 36660102 & FAX # 36762519

TENDER REFERENCE # NIT/06/2015

Dated: 19-5-2015

SUBJECT: P/L RCC PIPE IN BISMILLAH COLONY IN ORANGI ZONE

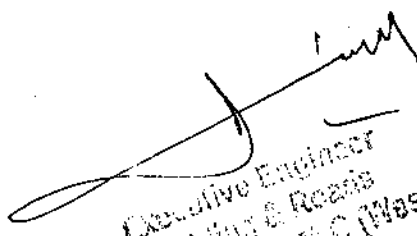
BILL OF QUANTITIES

ESTIMATED COST
BID SECURITY
TENDER COST

RS. 9,94,837.00 + OR
RS. 19897.00
RS. 1000.00

Issued to M/S _____
Video pay order / Challan # _____ dated: _____ Rs. _____

Signature and stamp


Executive Engineer
Building & Roads
Orangi East D.M.C (West)

6/20

SUBJECT: P/L RCC PIPE IN BISMILLAH COLONY IN ORANGI ZONE
PART-A ITEM BASED ON SCHEDULE RATES

S#	DESCRIPTION	QUANTITY	UNIT	RATES	AMOUNT
01	Excavation for pipe line in trenches and pits in hard rock by hammering and dressing sides to true alignment and shape leveling of beds trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as directed by engineer in charge	6563	cft	10770 0 %cft	70684.00
02	P/L RCC rubbing ring pipe of class A and fixing in trenches i/c cutting fitting and jointing with rubber ring etc 12" dia pipe	1000 Rft	Rft	367.00	367000.00
03	Construction of manhole 4' dia inside i/c RCC ring slab 39" dia with manhole cover 21" dia of 5' clear depth in 1:2:4 in 9" thick wall and bedding cast in situ with fair face steel shuttering i/c excavation back filling and disposal of surplus stuff up to one chain etc complete	42 Nos	Each	13064.00	548688.00
04	Add for extra depth beyond 5 ft depth less the 5 ft deduct the same rate	(-)73.50 (+)0.903	Rft	1540.00	(-)113190.00 (+)1391.00
05	Riffling of excavated stuff in trenches 6" th in layer i/c watering ramming to full compaction etc complete	5506	cft	2760.00	15197.00
06	P/L RCC manhole cover i/c tor bars frame using GSB ¾" and down gauge etc complete 21" dia 24" dia	115	Ecah	913.63	105067.00
SUB TOTAL PART-A					9,94,837.00

I / WE HEREBY QUOTED RATES AS FOLLOWS:-

01	PART-A (ITEM RATES BASES ON SR) @ _____ % ABOVE / BELOW SR I/C THE COST OF CARRIAGE OF MATERIALS AND DIFFERENCE OF COST OF BITUMEN	RS. _____
GRAND TOTAL PART-A & B		RS. _____

TOTAL RS. _____ RUPEES _____

- The rates must be quoted in words and figures both clearly readable.
- Any correction / cutting must be initialed and stamped by the bidder.

Signature of contractor _____

Address : _____

Cell # _____ / PTCL # _____



DISTRICT MUNICIPAL CORPORATION, KARACHI WEST

NAME OF WORK:

INSTRUCTION TO BIDDERS / PROCURING AGENCIES GENERAL RULES AND GUIDANCE TO CONTRACTORS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance to the requirement of the procuring agency. It should also give information on bid, submission, opening and evaluation, and on the award of contract. Matter governing the performance or the contract or payment under the contract or matters affecting the risks, rights and obligations of the payment under the contract is included as conditions of contract and bidding Data.

The instruction to bidders will not be part of the contract and will cease to have effect once the contract is signed.

1-Notice inviting / invitation for bid: All work proposed to be executed by contract shall be notified in a form of notice inviting tender (NIT) / invitation to bid (IFB) hosted on the web site of authority and procuring of work and also in newspapers wherever require as per Rules. NIT must state the description of work, dates, time and place issuing tenders, submission, opening bids, completion time, cost of bidding documents and bid security either in lump sum or a percentage of estimated cost /bid cost. The interested bidders must have valid NTN also. 2-Content of bidding documents: It must include, but not limited to: Conditions of contract, contract data, specification or its reference with premium to be filled in the form of percentage above / below or on item rates to be quoted, form of agreement and drawings.

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3-Fixed price contracts: The bid price and rates are fixed during the currency of the contract and under no circumstance shall any be entitled to claim enhance rates for any terms in this contract.

4- Right to rejection: The procuring agency shall have the right of rejecting all or any of the tender / bid as per provision of SFP Rules-2010 (amended-2013).

5- Conditional offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in the bill of quantities for an item or work to be carried out he is willing to undertake the work and also quoted the rates for those items which are based on market rates. Only one rats of such percentage on all the scheduled rates shall be framed, The tender which proposes time, allowing for carrying out, eh work or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each, The envelope containing his tender documents shall refer the name and number of the work.

6-Measurements: All works shall be measured by standardized instruments according to the rules.

7-Evidence of eligibility: Bidders shall provide evidence of their eligibility as and when requested by the procuring agency. Experience of relevant works / turnover of at least last three years, managerial capability, resources, details who to execute the work and cop with technical difficulties, available machineries, Registration of Board, income tax department valid NTN number, registration in sale tax in case the procurement of goods and services, Registration of Sindh Revenue board and registration of Pakistan Engineering council and any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44.

8-Late submission of bids: any bid received by the agency after the deadline for submission of bids shall be rejected and returned ur opened to the bidder.

9- Bid security: Bid without the security of required amount and prescribed form shall be rejected.

10-Arithmetical errors: Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:-

- In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from the amount of bill of quantities to arrive the final bid cost.
- In case of item rates: if there is a discrepancy between the unit rates and the total cost that is obtained by multiplying the unit and quantities the unit rate shall prevail and the total cost will be corrected unless in the opinion of the agency there is any obvious misplacement of the decimal point in the unit rates, in which case the total cost as quoted will govern and the unit rates corrected. If there is a discrepancy between the total bid amount and the sum of total costs the sum of the total cost shall prevail and the total bid amount shall be corrected.
- Where there is a discrepancy between the amounts in figures and in words the amount in words shall be governed.

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CONDITION OF CONTRACT.

Clause-1 : **Commencement and completion dates of the work:** The contractor shall not enter upon or commence any portion of the work except with the written authority and instructions of the Engineer in charge or its subordinate officer / official of the work failing which authority the contract shall have no claim to ask for measurement or its payment the work executed by him on site.

Clause-2: **Liquidated damages:** The contractor shall pay liquidated damages to the agency at The contractor shall proceed with the work with due expedition and with delay and complete in the time allowed for carrying out he work as entered in the tender shall be strictly observed by the contractor and shall reckon from the date on which the order to commence the work, the contractor shall be bound, in all in which the time allowed for completion of at any work exceeds one month to achieve progress on the prorate basis.
The rate devasted in 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 percent of the contract amount / cost / price. Payment of liquidated damages does not affect the contractor's liabilities.

Clause-3: **Termination of the contract.**

Procuring agency / Executive Engineer may terminate the contract if either of the following conditions exist:-

1-Contractor causes a breach of any clause of the contract:

2-The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.

3-in case of abandonment of the work owing to the serious illness or death of a contractor or any other cause.

4-contractor can also request for termination of contract if a payment certified by the Engineer in charge is not paid to the contractor within 60 days of the date of submission of the bill.

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

1- to forfeit the security deposit available except conditions mentioned at A(3) and (4) above.

2-to finalize the work by measuring the work done by the contractor.

(C) - In the event of any the above courses being adopted by the Engineer / procuring agency the contractors Have :-

- 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 work or the performance of the contract.

- However, the contractor can claim for the work done on site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid. The procuring Agency / Engineer may invite fresh bid for remaining work.

Clause-4: **Possession of the site and claims for compensation for delay.** The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of the site is not given by the date stated in commencement order no compensation shall be allowed for any delay caused by starting to work on account of any acquisition of land water standing in borrow pits compartments or in accordance 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 on its initiative before the date of completion or on desired of the contractor may extend the intended from the completion date, if any event which hindrance the execution of contract accordance or a variation order if issued which make it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final. Where time has been extended under this or any other clause of this agreement, the date of completion of the work shall be date fixed by the order given in the extension or by the aggregate of such orders, make under this agreement. When time has been extended as for said, it shall continue to be essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6: **Specification:** The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and both as regard material or all other matters strict accordance with the specification lodge in the office the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm fully and faithfully to the design, drawing and instruction in writing relating to the works signed by the Executive Engineer in-charge and lodge in his office in to which the contractor shall be entitled to have access as such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so required be entitled at his own expense to make or cost to be made copy of the specification, and all such design, drawing, and instruction as aforesaid.

Clause-7 **Payment:** (A) Interim fresh running bill a bill shall be submitted by the contractor as frequently as the progress of work may justified for all the work executed and not included any previous bill atleast one in a month and the Engineer in- charge shall take or cost to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation from 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 counter signature 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 respect. The engineer procuring agency shall pass/ certify the amount to be paid to the contractor, which he consider due and payable in respect thereof, subject to deduction of security deposit, advance payment if any make to him and taxes. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the engineer in-charge from the recoveries from final bill and rectification of defects and unsatisfactory items of work pointed out to him during the defect liability period.

(B)- Final bill : A bill shall be submitted by the contractor within one month of the day fixed for the completion of work otherwise the Engineer in charge certificate of re-measurement and of the total amount payable for the work shall be final and binding on all parties.

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

Clause -9: **Issuance of variation and repeat orders.**

- (A) Agency may issue a variation order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plan, 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 item 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 and 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 few rates for the relevant item of work, and 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 of the work shall be extended in the proportion that the additional work bear to the original contract work. The 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 for superintending engineer.
- (E) Repeat order: Any cumulative beyond 15 % of initial contract amount shall be subject of any other contract to be tendered of if the works are separable from the original contract.

(3)

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 for his subordinate in charge of the work may instruct the contractor to uncover and test any part of the work which he considered may have a defect due to use of unsound material and unskilled workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid
- B- Correction of defect 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 defect correction period mentioned in notice.
- C- UN corrected defects 1- in the case of any such failure, the Engineer in charge shall give the contractor at least 14 days' notice of intention to use the third party correct the defect. He may rectify and remove and re-execute the work or remove or replace material or articles complained of as the case may be as the risk and expense in all respects of the contractor.
2- if the engineer considers that the correction of the defect is not essential and it may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 11: A- Inspection of operations. The Engineer and his subordinate, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility/assistance in obtaining the right to such access

B- Date for inspection: The Engineer shall give the contractor a reasonable notice of the intention of the Engineer in-charge or his subordinate staff to visit the work shall have given to the contractor, then he either himself be present to receive orders and instructions or have 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 and effect as if they had been given to the contractor himself.

Clause- 12: Examination of work before covering up:

A- No part of the work shall be covered up or put out of view / beyond the reach without giving notice of no less than 7 days to the Engineer in charge when ever any such part of the works or foundation 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 on the contractor's expenses 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: Risk: The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or the related services at the premises and of personal injury and death without 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 12 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 workman and deduct the expenses from retention money lying with the Engineer.

Clause- 14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cutting or uprooting trees bush wood grass etc by fire, the contractor shall take necessary measures to prevent such fire of all its activities including protection of the environment on and off the site.

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Compensation of all damage done intentionally or in intentionally on the site by the contractor's labors 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 in-charge. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, default or neglects were those of the contractor his agent servants or workman. The provisions of this contractor shall apply to such subcontract or his employees as if he or it were employees of the contractor.

Clause- 16: **Disputes:** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contractor upon all questions relating to the meaning of the specifications, designs, drawings and work or as to any other questions, claim, rights, matter or things 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 furnish the certificate by the Engineer in-charge (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 the site either fails to comply with the requirements of this clause then Engineer in-charge may on the expense of the contractor remove and dispose off the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any such actually realized by the sale thereof.

Clause-18: **Financial assistance / advance payment:**

- A- Mobilization advance in any condition, situation is not allowed.
- B- Secure advance against materials brought at site.
 - 1- Secured advance may be permitted only against imperishable materials/ quantities anticipated / utilized on the work within a period of three months from the date of issue of secured advance and definitely not full quantities of materials for the entire work/ contract. The sum payable for such material on site shall not exceed 75% of the materials of the market price of materials.
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Divisional Accountant

Executive Engineer / Procuring Agency

Contractor _____