

S.NO	NAME OF WORK	ESTIMATED COST
NIT NO.01	Construction of Surface Drains & C.C. Blocks at various Mohallas of Choondiko City, T/C. Nara.	Rs.85,00,000/-



Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring

Agency.. It should also give information on bid submission, opening and evaluation, and on the 'award of contract.

Matters governing the performance of the Contract or payments under the Contract, or

Matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

I. All work proposed to be executed by contract shall be notified in a form of Notice

Inviting Tender (NIT) invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in

lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

died Price Contracts: The Bid prices and rates are fixed during currency of

contract and under no circumstance_ shall any contractor be entitled to claim enhanced rates for any item in this contract.

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

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

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allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

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

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

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

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

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

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

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

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

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

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Conditions of Contract

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

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

Clause – 2:L4quidated Damages. The contractor shall pay liquidated damages to the Agency at the to per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause -- 3: Termination of the Contract.

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

(i) to forfeit the security deposit available except conditions mentioned a

- (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the

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

- i) no claim to compensation for any loss sustained by him by reason. of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- ii) however, the contractor can claim for the work done at site duly certified by

the executive engineer in writing regarding the performance of such work and has not been paid.

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

Clause 4: Possession of the site and claims for compensation for delay. The Engineer

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

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

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

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

Clause:- 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and no included in any previous bill at least once in a month and the engineer in charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause:- 8: Reduced Rates. In Cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running accourt 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 qualities,
 including the introduction of new work items that are either due to change of
- plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the procuring agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion

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that the

additional work bear to the original contact work.

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct• a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (11) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his description to accept the same at such reduced rates as he may fix therefore.

Clause:- 11:

- (A) Inspection of Operations:- The Engineer and his shall at all reasonable time have access the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Data for Inspection and Testing:- The Engineer shall give the contractor reasonable notice of the intension of the Engineer-in-charge or his

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subordinate to visit the work shall have been given to the contractor, then he either him self be present receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

- Clause:- 12: Examination of work before covering up. No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, nd measuring such part of the works or of examining such foundations.
 - (A) If any work is covered up or placed beyond the reach of measurement w thout such notice having been given, the same shall be covered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the cor tractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were Draft Bidding Procurement for Works up to 2.5 M

these of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor_

Clause - 16: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be fn 1, cor clusive and binding on all parties to the contract upon all questions relating to e meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance

Payment. (A) Mobilization advance is not

allowed. .

(B) Secured Advance against materials brought at site.

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

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the

monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

ACCOUNTANT TOWN COMMITTEE NARA

Contractor

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

BIDDING DATA

_	DAIA		
This section should be fil	ed in by the Engineer/Procuring A	gency before issuance of the Bidding D	ocuments).
(a) Name of Procurir g Ag	jency		
(b) Brief Description of W	orks		
(c) Procuring Agency's A	3dress:		
(a) Amount of Did)	or in %
	days) :		
(i) Udline for Submissio	n of Bids along with time :		
(j) Venue, Time, and Date	of Bid Opening:		
		0.05 of Estimated Cost or Bid cost per d	ay of delay, but
iotal not exceeding 10%)			
(m) Deposit Receipt No: [Date: Amount: (in words and figur	es)	
(Executive Francisco - 14 all			

(Executive Engineer/Authority issuing bidding document).

BILL OF QUANTITIES Description and Rate of Items based on Composite Schedule of Rates)

NAME OF WORK:

(C)

CONSTRUCTION OF SURFACE DRAINS & C.C. BLOCKS AT VARIOUS MOHALLAS OF CHOONDIKO CITY, T/C. NARA.

FUND HEAD:

OWN SOURCE:

	ITEM NO.	QT		DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RUPEES
i		2		3	4	5	6
	1	14537.50	Cft.	PART-I: Surface Drains: Excavation in foundation of building bridges & other structure i/c dag belling dressing, refilling around the structure with excavated earth watering ramming lead, upto 5"ft. (b). In ordinary soil.	3176.25	‰ Cft.	46175.00
	2	3520.00	Cft.	Cement concrete plain i/c. placing, compacting, finishing & curing complete (i/c. screening and washing of stone aggregate without shuttering). (f). Ratio 1:4:8.	11288.75	% Cft.	397364.00
	3	9737.50	Cft.	Pacca brick work in foundation and plinth in cement sand mortar (e). Ratio (1:6).	11948.36	‰ Cft.	1169446.00
	4			Construction of standard of open drains lunette block of cement concrete (1.2.4.) in situ to the design profile i/c cost of mould as per drawing i/c applying floating coat of cement 1/32"inch thick to exposed face finished smooth curing etc complete (as per detail drawing)			
		5000.00	Rft.	Туре-І	94.00	P.Rft.	470000.00
		500.00	Rft.	Туре-П	174.00	P.Rft.	87000.00
	5 1	4710.00	Sft.	Cement plaster 1:4 upto 20" height ½ thick.	2283.93	% Sft.	335966.00
	6	1645.44	Cft.	R.C.C work in slabs, beams, columns raft lintel & other structural members laid in situ or preCost laid position complete in all respect Ratio (1:2:4)	337.00	P.Cft.	554513.00
	7	58.766	Cwt	Fabrication of mild steel reinforcement for cement concrete i/c cutting banding laying in position making joints & fastening i/c cost of binding wire also removal of rust from bars	4820.20	P.Cwt.	283264.00
				T	OTAL (PAI	RT-I) RS:	3343728.00

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	ITEM NO.	QTY.		DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RUPEES
l	1	2		3	4	5	6
	l	68811.75	Cft.	PART-II: C.C. Blocks: Borrow pit excavation undressed lead upto 100ft. (a). Ordinary soil.	2117.50	% Cft.	145709.00
	2	68811 75	Cft.	Earth work compaction (soft, ordinary or hard soil) b). Laying Earth in 6" layers leveling dressing & watering for compaction etc. complete.	354.00	‰ Cft.	24359.00
	3	68811.75	Cft.	Extra for every 50ft. additional Lead or part thereof.	5039.00	‰ Cft.	346742.00
	4	12975.93	Cft.	Cement concrete brick or stone ballast 1-1/2" to 2" gauge. (b). Ratio 1:4:8.	9416.28	% Cft.	1221850.00
	5	9830.25	Cft.	Cement concrete plain i/c. placing, compacting, finishing & curing complete (i/c. screening and washing of stone aggregate without shuttering). (f). Ratio 1:2:4.	14429.25	% Cît.	1418431.00
	6	8694.00	Sft.	Erection and removal of centering for R.C.C. or plain cement concrete works of Partal wood (b-ii) Vertical.	3588.48	% Sft.	311982.00
				r	OTAL (PA	RT-II) RS:	3469073.00
	<u>C0N</u>	<u>DITIONS:</u>		ТО	FAL (PAR)	ſ-I+II) RS:	6812801.00
	7.	In Case of a	•	or or omission in description of item, the original Sche	dule of Rates	will be referr	ed and correction
	8.		•	be allowed on Non-Schedule Items.			
	9.			e carried out as per P.W.D. Specification, Drawings	and Design	as given in t	he estimate or as
$\overline{}$	7.			igineer/ Incharge.	and Design	as given ill u	ie countate of as
		an coroa by		0			

<u>Total Amoun_(a):-</u>

Total Amount (b):-

____% above / below on the rates of CSR.

Amount to be Added / Deducted on the basis of premium quoted.

Total Amount (b) Rs:_____

Total Amount (a) Rs:<u>6812801.00</u>

Total (A) = (a)+(b) in words & figures:-

CONTRACTOR

SUB-ENGINEER TOWN COMMITTEE NARA

SUMMARY OF BILL QUANTITIES

Cost of Bid Rs.85,00,000/-

1. (A) Cost based on composite schedule of rates. Rs.33,43,728/-

2. (B) Cost based on Non/offered schedule of rates.

TOTAL COST OF BID (C) = Total (A) + Total (B) Rs.33,43,728/-

(B)	Description and rate of items based on Market (Offered rates)
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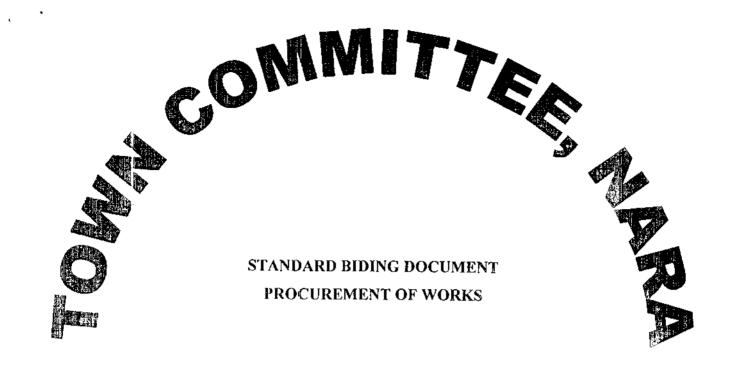
S.No	Quantities	Description of items to be executed at site	Rate	Unit	Amount in Rupees
1.	2	3	4	5	6

Total (B) in words & figures:

Contractor

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

Sindh Public Procurement Regulatory Authority



S.NO	NAME OF WORK	ESTIMATED COST
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Conditions of Contract

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

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

Clause -- 2:L4quidated Damages. The contractor shall pay liquidated damages to the Agency at the to per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause -- 3: Termination of the Contract.

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

() to forfeit the security deposit available except conditions mentioned a

- (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the

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Drait Bidding Document for Works up to 2.5 M

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

- i) no claim to compensation for any loss sustained by him by reason. of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- ii) however, the contractor can claim for the work done at site duly certified by

the executive engineer *in writing* regarding the performance of such work and has not been paid.

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

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

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Clause:- 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and no included in any previous bill at least once in a month and the engineer in charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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- (A) Agency may issue a variation Order for procurement of works, physical services from the original, contractor to cover any increase or decrease in qualities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the procuring agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then on y he shall allow him that rate after approval from higher authority.
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(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectily 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 with n the Defects 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 his intention to use a third party to correct• a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (1) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his description to accept the same at such reduced rates as he may fix therefore.

Clause:- 11:

- (A) Inspection of Operations:- The Engineer and his shall at all reasonable time have access the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Data for Inspection and Testing:- The Engineer shall give the contractor reasonable notice of the intension of the Engineer-in-charge or his

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subordinate to visit the work shall have been given to the contractor, then he either him self be present receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

- Clause:- 12: Examination of work before covering up. No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, nd measuring such part of the works or of examining such foundations.
 - (A) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be covered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

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these of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor_

Clause - 16: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be fn 1, conclusive and binding on all parties to the contract upon all questions relating to e meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance

Payment. (A) Mobilization advance is not

allowed.

.(B) Secured Advance against materials brought at site.

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

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the

monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

ACCOUNTANT TOWN COMMITTEE NARA

Contracto:

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

BIDDING DATA

(This section should be filled in by the Engineer/Procuring	g Agency before issuance of the Bidding Documents).
(a) Name of Procuring Agency	
(b) Brief Description of Works	
(c) Procuring Agency's Address:-	
(d) Estimated Cost :	
(e) Amount of B d security:- age of bid amount/estimated cost, but not exceeding	
(f) Period of Bid Validity (days) :	
(g) Security Deposit (including bid security):-	······
(h) Percentage, if any, to be deducted from bills:	
(i) Deadline for Submission of Bids along with time :	
(j) Venue, Time, and Date of Bid Opening:	
(k) Time for Completion from written order of commence:-	
(I) Liquidity damages:	_ (0.05 of Estimated Cost or Bid cost per day of delay,but
total not exceeding 10%)	
(m) Deposit Receipt No: Date: Amount: (in words and fig	gures)
(Executive Engineer/Authority issuing bidding document).	

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1110.04

BILL OF QUANTITIES Description and Rate of Items based on Market (Offered Rates)

NAME OF WORK:

PROVIDING & INSTALLATION OF CITY LIGHTS AT VARIOUS MOHALLAS OF CHOONDIKO CITY, T/C. NARA.

FUND HEAD:

OWN SOURCE:

ITEM NO.	QTY.	DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RAŢE	UNIT	AMOUNT IN RUPEES
	2	3	4	5	6
ì	600.00 Nos	Providing & Installation of City light along with Frame. Shade, Saver 25W and Wire 1/0.44 i/c. Labour Charges. etc. complete.	2500.00	Each	1500000.00

CONDITIONS:

TOTAL RS: 1500000.00

- 1. In Case of any error or omission in description of item, the original Schedule of Rates will be referred and correction will be accordingly.
- 2. No Premium will be allowed on Non-Schedule Items.

(B)

3. The work shall be carried out as per P.W.D. Specification, Drawings and Design as given in the estimate or as directed by the Engineer/Incharge.

Total Amount Rs:<u>1500000.00</u>

Total (B) = in words & figures:-

CONTRACTOR

SUB-ENGINEER TOWN COMMITTEE NARA

SUMMARY OF BILL QUANTITIES

Cost of Bid Rs.15,00,000/-

1. (A) Cost based on composite schedule of rates.

2. (B) Cost based on Non/offered schedule of rates. Rs.1,500,000/-

TOTAL COST OF BID (C) = Total (A) + Total (B) Rs.15,00,000/-

BILL OF QUANTITIES

(A)Description and rate of items based on composite schedule od rates.

S.No	Quantities	Description of items to be executed at site	Rate	Unit	Amount in Rupees
1.	2	3	4	5	6
	,, <u></u>				
·····					
	<u>-</u>				
17 (9)	······································				+

Amount Total (a)

% above/below on the rates of CSR

Amount to be added/deducted on the basis of premium quoted. Total (b)

Total (A) =a+b in words and figures.

Contractor

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

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S.NO	NAME OF WORK	ESTIMATED COST
NIT NO.03	Repair & Maintenance of Office Building of Town Committee Nara.	Rs.25,00,000/-



I

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring

Agency. It should also give information on bid submission, opening and evaluation, and on the 'award of contract.

Matters governing the performance of the Contract or payments under the Contract, or

Matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

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

I. All work proposed to be executed by contract shall be notified in a form of Notice

Inviting Tender (NIT) invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in

lump surp or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

died Price Contracts: The Bid prices and rates are fixed during currency of

contract and under no circumstance_ shall any contractor be entitled to claim enhanced rates for any item in this contract.

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

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

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allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

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

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

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

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

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

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

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

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

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

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

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- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct• a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (11) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his description to accept the same at such reduced rates as he may fix therefore.

Clause:- 11:

- (A) Inspection of Operations:- The Engineer and his shall at all reasonable time have access the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Data for Inspection and Testing:- The Engineer shall give the contractor reasonable notice of the intension of the Engineer-in-charge or his

subordinate to visit the work shall have been given to the contractor, then he either him self be present receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

- Clause:- 12: Examination of work before covering up. No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, nd measuring such part of the works or of examining such foundations.
 - (A) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be covered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

done intentionally or unintentionally on or off the site by the contractor's latour shall be paid by him.

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

these of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor_

Clause - 16: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be fn 1, conclusive and binding on all parties to the contract upon all questions telating to e meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance / Advance

Payment. (A) Mobilization advance is not

allowed. .

.(B) Secured Advance against materials brought at site.

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

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the

nonthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

ACCOUNTANT TOWN COMMITTEE NARA

Contractor

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a) Name of Procuring Agency _____ (b) Brief Description of Works ____ Procuring Agency's Address:-(c) (d) Estimated Cost :-_____ age of bid amount/estimated cost, but not exceeding 5%) (e) Period of Bid Validity (days) :- ______ (Not more than sixty days). (f) Security Deposit (including bid security):- _____ (9) (h) Percentage, if any, to be deducted from bills:- _____ √__dline for Submission of Bids along with time :-_____ (i) Venue, Time, and Eate of Bid Opening:-_____ (j) (k) Time for Completion from written order of commence:-(I) Liquidity damages:- _____ (0.05 of Estimated Cost or Bid cost per day of delay,but total not exceeding 10%) (m) Deposit Receipt No: Date: Amount: (in words and figures)

(Executive Engineer/Authority issuing bidding document).

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BILL OF QUANTITIES

(D) Description and Rate of Items based on Composite Schedule of Rates)

NAME OF WORK:

REPAIR & MAINTENANCE OF OFFICE BUILDING OF TOWN COMMITTEE NARA.

FUND HEAD:

OWN SOURCE:

	ITEM NO.	QТ	Υ.	DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RATE	UNIT AMOUNT IN RUPEES	
	. 1	2		3	4	5	6
	1	1112 00	Cťt.	Dismantling 2nd Class Tile tile roofing.	378.13	%Cft.	4205.00
	2	243 52	Cft.	Dismantling brick work in lime or cement mortar	1285.63	%Cft.	3131.00
	3	616 50	Cft.	Pacca Brick work other then building i/c striking of joints upto 20 feet height (I). in cement sand mortar (e). Ratio (1:6).	12346.65	%Cft.	76117.00
	4	14.464	P.Cwt.	Girder is Quality.	3850.00	P.Cwt.	55686.00
•	5	15.180	P.Cwt.	Angle Iron, T-Iron, Iron Strips grating C.I. Mould Items, and Rolls.	3575.00	P.Cwt.	55699.00
	6	1112 00	Sfl.	Second Class Tile roofing consisting of 4" earth and 1" mud plaster with gobri leaping over 1/2" thick cement plaster 1:6 with 34 Lbs. of hot bitumen coating sand blinded, provided over one layer of 12"x6"x2" Tiles laid in 1:6 cement mortar including 1:2 cement pointing under neath of Tiles complete including curing etc.	7607.25	* %Sft.	84593.00
	7	278.00	Cft.	Cement concrete plain i/c. placing, compacting, finishing & curing complete (i/c. screening and washing of stone aggregate without shuttering). (f). Ratio 1:2:4.	14429.25	%Cft.	40113.00
	8	822.00	Sft.	Cement plaster 1:6 upto 12' height (b). 1/2" thick.	2206.60	%Sft.	18138.00
	9	822.00	Sft.	Cement plaster 1:4 upto 12' height (a). 3/8" thick.	2197.52	%Sft.	18064.00
/	10	822.00	Sft.	White washing one coat.	416.63	%Sft.	3425.00
	11	822.00	Sfl.	Colour washing two coats.	859.90	%Sft.	7068.00
	12	3712.00	Sfi.	Providing and laying HALA or pattern tiles glazed $6"x6"x1/4"$ on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete including cutting tiles to proper profile.	47651.56	%Sft.	1768826.00
	13	1112.00	Sft.	Supply and fixing false ceiling of plaster of Paris, in panels including making frame, work of deodar wood including painting with soligia paint.	25293.42	%Sft.	281263.00

ITEM NO.	QTY.	Y. DESCRIPTION OF ITEM TO BE EXECUTED AT SITE		UNIT	AMOUNT IN RUPEES
1	2	3	4	5	6
14	944.00 Sft.	Painting new surface: (d) Preparing surface and painting guard bars, gates of iron bars, gratings, railing (including standards braces etc.) similar open work 2 coats.	896.39	%Sft.	8462.00
15	323.00 Sft.	Painting new surfaces (c) Preparing surface and Painting of doors & window of any type (i/c edges).	1489.68	%Sft.	4886.00
				Total	2429676.00

CONDITIONS:

- 1. In Case of any error or omission in description of item, the original Schedule of Rates will be referred and correction will be accordingly.
- 2. No Premium will be allowed on Non-Schedule Items.
- 3. The work shall be carried out as per P.W.D. Specification, Drawings and Design as given in the estimate or as directed by the Engineer/ Incharge.

Total Amount (a):-

Total Amount (b):-

____% above / below on the rates of CSR.

Amount to be Added / Deducted on the basis of premium quoted.

Total Amount (b) Rs:____

Total Amount (a) Rs:<u>2429676.00</u>

Total (A) = (a)+(b) in words & figures:--

CONTRACTOR

SUB-ENGINEER TOWN COMMITTEE NARA

SUMMARY OF BILL QUANTITIES

Cost of Bid Rs.25,00,000/-

1. (A) Cost based on composite schedule of rates. Rs.24,29,676/-

2. (B) Cost based on Non/offered schedule of rates.

TOTAL COST OF BID (C) = Total (A) + Total (B) Rs.24,29,676/-

(B) Description and rate of items based on Market (Offered rates)

S.No	Quantities	Description of items to be executed at site	Rate	Unit	Amount in Rupees
1.	2	3	4	5	6
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Total (B) in words & figures:

Contractor

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TOWN OFFICER (I&S) TOWN COMMITTEE NARA

Sindh Public Procurement Regulatory Authority



S.NO	NAME OF WORK	ESTIMATED COST		
NIT NO.04	Providing Brick Pavement at various villages of T/C. Nara.	Rs.85,00,000/-		



Ι

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring

Agency. It should also give information on bid submission, opening and evaluation, and on the 'award of contract.

Matters governing the performance of the Contract or payments under the Contract, or

Matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

I. All work proposed to be executed by contract shall be notified in a form of Notice

Inviting Tender (NIT) invitation for Bid {IFB) hoisted on website of Authority and Procurir g Agency and also in printed media where ever required as per rules.

NIT must strite the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in

lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

died Price Contracts: The Bid prices and rates are fixed during currency of

contract and under no circumstance_ shall any contractor be entitled to claim enhanced rates for any item in this contract.

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

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

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allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

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

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

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

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

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

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

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

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

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

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1.

Conditions of Contract

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

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

Clause – 2:L4quidated Damages. The contractor shall pay liquidated damages to the Agency at the to per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause -- 3: Termination of the Contract.

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

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

- i) no claim to compensation for any loss sustained by him by reason, of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- ii) however, the contractor can claim for the work done at site duly certified by

the executive engineer *in writing* regarding the performance of such work and has not been paid.

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

Clause 4: Possession of the site and claims for compensation for delay. The Engineer

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

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

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

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

Clause: - 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and no included in any previous bill at least once in a month and the engineer in charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause:- 8: Reduced Rates. In Cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rutes 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 qualities,
 including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the procuring agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion

that the

additional work bear to the original contact work.

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct• a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (11) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his description to accept the same at such reduced rates as he may fix therefore.

Clause:- 11:

- (A) Inspection of Operations:-The Engineer and his shall at all reasonable time have access the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Data for Inspection and Testing:- The Engineer shall give the contractor reasonable notice of the intension of the Engineer-in-charge or his

subordinate to visit the work shall have been given to the contractor, then he either him self be present receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

- Clause:- 12: Examination of work before covering up. No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, nd measuring such part of the works or of examining such foundations.
 - (A) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be covered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

these of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor_

Clause - 16: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be fn 1, conclusive and binding on all parties to the contract upon all questions relating to e meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other ques ions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment there of.

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

Clause -18: Financial Assistance / Advance

Payment. (A) Mobilization advance is not

allowed. .

.(B) Secured Advance against materials brought at site.

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

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the

monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

ACCOUNTANT TOWN COMMITTEE NARA

Contractor

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

BIDDING DATA

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(Th	his section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Do	cuments).
(a)	Name of Procuring Agency	
	Brief Description of Works	
	Procuring Agency's Address:-	
	Estimated Cost :	
	Amount of Bid security: (Fill in lump sum amount of bid amount/estimated cost, but not exceeding 5%)	or in %
	Period of Bid Validity (days) : (Not more than sixty days).	
(ç)	Security Deposit (including bid security):-	
(r)	Percentage, if any, to be deducted from bills:	
(i) ,	adline for Submission of Bids along with time :	
(i) `	Venue, Time, and Date of Bid Opening:	
(k) '	Time for Completion from written order of commence:-	
(I) Li	iquidity damages: (0.05 of Estimated Cost or Bid cost per da	ay of delay,but
total	not exceeding 10°%)	
(חי)	Deposit Receipt No: Date: Amount: (in words and figures)	

 $(\exists \texttt{x}\texttt{ecutive} \ \texttt{Engineer}/\texttt{A} \ \texttt{uthority} \ \texttt{issuing} \ \texttt{bidding} \ \texttt{document}).$

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BILL OF QUANTITIES

Description and Rate of Items based on Composite Schedule of Rates)

NAME OF WORK:

(A)

PROVIDING BRICK PAVEMENT AT VARIOUS VILLAGES OF T/C. NARA.

FUND HEAD:

OWN SOURCE:

ITEM NO.	QTY. 2		DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RUPEES 6
1			3	4	5	
I	194225.00	Cft.	Borrow pit excavation undressed lead upto 100ft. (a). Ordinary soil.	2117.50	‰ Cft.	411271.00
2	194225.00	CĤ.	Earth work compaction (soft, ordinary or hard soil) b). Lying in 6" layers leveling dressing & watering for compaction etc. complete.	354.00	‰ Cft.	68756.00
3	38845.00	Cft.	Supplying & filling sand under floor and plugging in wells.	1141.25	% Cft.	443319.00
4	155380.00	Sft.	Dry brick on edge paving sand grouted i/c, preparation of bed by watering ramming and bringing the same to proper chamber by 1/2" mud plaster.	3823.57	% Sft.	5941063.00
					TOTAL RS:	6864409.00

CONDITIONS:

- 1. In Case of any error or omission in description of item, the original Schedule of Rates will be referred and correction will be accordingly.
- 2. No Premium will be allowed on Non-Schedule Items.
- 3. The work shall be carried out as per P.W.D. Specification, Drawings and Design as given in the estimate or as directed by the Engineer/Incharge.

<u>Total Amoun: (a):-</u>

Total Amount (b):-

% above / below on the rates of CSR.

Amount to be Added / Deducted on the basis of premium quoted. Total Amount (b) Rs:_____

Total Amount (a) Rs:6864409.00

Total (A) = (;)+(b) in words & figures:-

CONTRACTOR

SUB-ENGINEER TOWN COMMITTEE NARA

SUMMARY OF BILL QUANTITIES

Cost of Bid Rs.85,00,000/-

1. (A) Cost based on composite schedule of rates. Rs.68,64,409/-

2. (B) Cost based on Non/offered schedule of rates.

TOTAL COST OF BID (C) = Total (A) + Total (B) Rs.68,64,409/-

(B) Description and rate of items based on Market (Offered rates)

S.No	Quantities	Description of items to be executed at site	Rate	Unit	Amount in Rupees
1.	2	3	4	5	6
	······				•
	<u> </u>				

Total (B) in words & figures:

Contractor

TOWN OFFICER (I&S) TOWN COMMITTEE NARA

Sindh Public Procurement Regulatory Authority