

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING  
ROAD @ GPS KHARORO TO LACHMAN SINGH OTAQUE**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **CONSTRUCTION OF BRICK PAVING ROAD @ GPS KHARORO TO LACHMAN SINGH OTAQUE**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,90,000/=
- (e) Amount of Bid Security : 17,400/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 53,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD @ GPS KHARORO TO LACHMAN SINGH OTAQUE**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 14,700/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 53,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

# **SCHEDULE "B"**

## **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD @ GPS KHARORO TO LACHMAN SINGH OTAQUE**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.  
1000.0 Cft @ Rs. 3176/25 P‰ Cft Rs. 3,176/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.  
330.0 Cft @ Rs. 9416/28 P% Cft Rs. 31,073/=  
(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).  
1050.0 Cft @ Rs. 11948/36 P% Cft Rs. 1,25,458/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only
4. Barrow pit excavation undressed lead up to 100 ft ordinary soil.  
4000.0 Cft @ Rs. 2117/50 P‰ Cft Rs. 8,470/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.  
4000.0 Cft @ Rs. 187/55 P‰ Cft Rs. 7,502/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard).  
4000.0 Cft @ Rs. 3829/64 P‰ Cft Rs. 15,319/=  
(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.  
4000.0 Sft @ Rs. 3823/57 P% Sft Rs. 1,52,943/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.  
1600.0 Sft @ Rs. 2283/93 P% Sft Rs. 18,271/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 3,62,212/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:

(ii) To finalize the work by measuring the work done by the Contractor.

**(C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.



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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD**  
**@ LACHMAN SINGH KHARORO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD @ LACHMAN SINGH KHARORO**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **CONSTRUCTION OF BRICK PAVING ROAD @ LACHMAN SINGH KHARORO**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. 3,00,000/=
- c. Earnest Money @ 3% Rs. 9,000/=
- d. Security Deposit i/c Earnest Money @ 10%: Rs. 33,000/=
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

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

**CONTRACTOR**

## **SCHEDULE "B"**

### **CONSTRUCTION OF BRICK PAVING ROAD @ LACHMAN SINGH KHARORO**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.  

575.0 Cft	@ Rs. 3176/25 (Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only	P‰ Cft	Rs. 1,826/=
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2. Cement concrete brick or stone ballast 1½" to 2" gauge.  

189.75 Cft	@ Rs. 9416/28 (Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only	P‰ Cft	Rs. 17,867/=
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3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).  

603.75 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P‰ Cft	Rs. 72,138/=
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4. Barrow pit excavation undressed lead up to 100 ft ordinary soil.  

2300.0 Cft	@ Rs. 2117/50 (Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only	P‰ Cft	Rs. 4,870/=
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5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.  

2300.0 Cft	@ Rs. 187/55 (Rupees One Hundred Eighty Seven & Fifty Five Paisa) only	P‰ Cft	Rs. 431/=
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6. Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard).  

2300.0 Cft	@ Rs. 3829/64 (Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only	P‰ Cft	Rs. 8,808/=
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7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.  

2300.0 Sft	@ Rs. 3823/57 (Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only	P‰ Sft	Rs. 87,942/=
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8. Cement plaster (1:4) upto 12' height ½" thick.  

460.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P‰ Sft	<u>Rs. 10,506/=</u>
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**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



## CONDITIONS OF CONTRACT

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

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

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

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

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**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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- (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.
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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 or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ AC  
HOUSE TO BARACH MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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



## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ AC HOUSE TO BARACH MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 10,00,000/=
- (e) Amount of Bid Security : 30,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 1,10,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ AC HOUSE TO BARACH MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                 |
|----|---|-----------------|
| a. | General Description:                              | As Above        |
| b. | Estimated Cost:                                   | Rs. 10,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 30,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 1,10,000/=  |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%          |
| f. | Time allowed for completion of the work is:       | 3-Months        |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE "B"**

### **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ AC HOUSE TO BARACH MUHALLA DIPLO TOWN**

1	Barrow pit excavation undressed lead up to 100 ft ordinary soil.		
	3850.0 Cft @ Rs. 2117/50	P‰ Cft	Rs. 8,152/=
	(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only		
2	Earth work compaction (Soft, ordinary or hard soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete.		
	3850.0 Cft @ Rs. 354/-	P% Cft	Rs. 1,363/=
	(Rupees Three Hundred Fifty Four) only		
3	Extra for every 50 ft additional lead or part thereof. (a) For earth work (Soft, ordinary, hard and very hard).		
	3850.0 Cft @ Rs. 3829/64	P‰ Cft	Rs. 14,744/=
	(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only		
4	Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.		
	1100.0 Cft @ Rs. 3176/25	P% Cft	Rs. 3,494/=
	(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only		
5	Cement concrete brick or stone ballast 1" to 2" gauge.		
	2563.0 Cft @ Rs. 9416/28	P% Cft	Rs. 2,41,339/=
	(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only		
6	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering)		
	1452.0 Cft @ Rs. 14429/25	P% Cft	Rs. 2,09,513/=
	(Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only		
7	Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood.		
	132.0 Sft @ Rs. 3588/48	P% Sft	Rs. 4,737/=
	(Rupees Three Thousand Five Hundred Eighty Eight & Forty Eight Paisa) only		
8	Pacca brick work in foundation and plinth in cement sand mortar (1:6).		
	990.0 Cft @ Rs. 11948/36	P% Cft	Rs. 1,18,289/=
	(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only		
9	Cement plaster (1:4) upto 12' height ½" thick.		
	1320.0 Sft @ Rs. 2283/93	P% Sft	Rs. 30,148/=
	(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only		
	<b>Total</b>		<b>Rs.6,31,779/-</b>

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

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- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the



Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/ utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ GPS  
KOTRIO TO MAIN ROAD NAUKOT**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ GPS KOTRIO TO MAIN ROAD NAUKOT**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 10,00,000/=
- (e) Amount of Bid Security : 30,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 1,10,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ GPS KOTRIO TO MAIN ROAD NAUKOT.**

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

**MEMORANDUM**

- |    |   |                 |
|----|---|-----------------|
| a. | General Description:                              | As Above        |
| b. | Estimated Cost:                                   | Rs. 10,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 30,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 1,10,000/=  |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%          |
| f. | Time allowed for completion of the work is:       | 3-Months        |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**  
**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ GPS**  
**KOTRIO TO MAIN ROAD NAUKOT**

1	Barrow pit excavation undressed lead up to 100 ft ordinary soil.			
	3850.0 Cft @ Rs. 2117/50	P% Cft	Rs. 8,152/=	
	(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only			
2	Earth work compaction (Soft, ordinary or hard soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete.			
	3850.0 Cft @ Rs. 354/-	P% Cft	Rs. 1,363/=	
	(Rupees Three Hundred Fifty Four) only			
3	Extra for every 50 ft additional lead or part thereof. (a) For earth work (Soft, ordinary, hard and very hard).			
	3850.0 Cft @ Rs. 3829/64	P% Cft	Rs. 14,744/=	
	(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only			
4	Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.			
	1100.0 Cft @ Rs. 3176/25	P% Cft	Rs. 3,494/=	
	(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only			
5	Cement concrete brick or stone ballast 1" to 2" gauge.			
	2563.0 Cft @ Rs. 9416/28	P% Cft	Rs. 2,41,339/=	
	(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only			
6	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering)			
	1452.0 Cft @ Rs. 14429/25	P% Cft	Rs. 2,09,513/=	
	(Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only			
7	Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood.			
	132.0 Sft @ Rs. 3588/48	P% Sft	Rs. 4,737/=	
	(Rupees Three Thousand Five Hundred Eighty Eight & Forty Eight Paisa) only			
8	Pacca brick work in foundation and plinth in cement sand mortar (1:6).			
	990.0 Cft @ Rs. 11948/36	P% Cft	Rs. 1,18,289/=	
	(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only			
9	Cement plaster (1:4) upto 12' height ½" thick.			
	1320.0 Sft @ Rs. 2283/93	P% Sft	Rs. 30,148/=	
	(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only			

**Total Rs. 6,31,779/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect



thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
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- (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.
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accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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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 Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

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**(A) Mobilization advance is not allowed.**

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**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ MAIN  
ROAD MITHI TO BARACH MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **CONSTRUCTION OF C.C ROAD @ MAIN ROAD MITHI TO BARACH MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,50,000/=
- (e) Amount of Bid Security : 10,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 38,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **CONSTRUCTION OF C.C ROAD @ MAIN ROAD MITHI TO BARACH MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 10,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 38,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**



## SCHEDULE "B"

### DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD @ MAIN ROAD MITHI TO BARACH MUHALLA DIPLO TOWN

- 1 Barrow pit excavation undressed lead up to 100 ft ordinary soil. (G.S.I No: 3 P-1)
- $$1 \times 325 \times \frac{6 + 8}{2} \times 0.75 = 1706.25$$
- Say 1706.0 Cft @ Rs. 2117/50 P%o Cft Rs. 3,612/=
- 2 Earth work compaction (Soft, ordinary or hard soil)  
(b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. (G.S.I No: 3 (b) P-3)
- Qty: Same as item No: 1 i.e 1706.0 Cft
- 1706.0 Cft @ Rs. 354/- P% Cft Rs. 604/=
- 3 Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard). (G.S.I No: 8 (a) P-2)
- Qty: Same as item No: 1 i.e 1706.0 Cft
- Total lead 2000 ft  
(-) 100 ft  
1900/50 = 38 lead  
38 x 100/78 = 3829/64
- 1706.0 Cft @ Rs. 3829/64 P%o Cft Rs. 6,533/=
4. Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) (G.S.I No: 5 P-15)
- 1:4:8  $1 \times 325 \times \frac{6 + 8}{2} \times 0.33 = 750.75$  Cft
- Say 751.0 Cft @ Rs. 11288/75 P% Cft Rs. 84,778/=
- 1:2:4  $1 \times 325 \times \frac{6 + 8}{2} \times 0.33 = 750.75$  Cft
- Say 751.0 Cft @ Rs. 14429/25 P% Cft Rs. 1,08,364/=
5. Erection and removal of centering for R.C.C or plain cement concrete works of Partial wood. (G.S.I No: 19 (b) P-17)
- $$32 \times \frac{6+8}{2} \times 0.33 = 73.92$$
- Sft
- Say 74.0 Sft @ Rs. 3127/41 P% Sft Rs. 2,314/=
- Total Rs. 2,06,205/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ BAJEER  
DHANI GUL MUHAMMAD BAJEER**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ BAJEER DHANI GUL MUHAMMAD BAJEER.**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 1,90,000/=
- (e) Amount of Bid Security : 5,700/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 20,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

**Percentage rate Tender and Contract work issued for the work DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ BAJEER DHANI GUL MUHAMMAD BAJEER**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 1,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 5,700/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 20,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

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

**CONTRACTOR**

## **SCHEDULE – “B”**

### **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ BAJEER DHANI GUL MUHAMMAD BAJEER**

1. Excavation of well in dry up to 20ft below ground level and disposal of soil within one chain. (G.S.I No. 1 (ii) Page 85) in ordinary soil.
  - (i) From 5 ft to 10 ft  
118.73 Cft @ Rs. 2347/40 P‰ Cft Rs. 279/=  
(Rupees Two Thousand Three Hundred Forty Seven & Forty Paisa) only
2. Dry sinking of well including loading and removing excavated material (a) in ordinary soil. (G.S.I.No.2 (ii) P-85)
  - (i) From 10 ft to 15 ft  
118.73 Cft @ Rs. 12100/- P‰ Cft Rs. 1437/=  
(Rupees Twelve Thousand One Hundred) only
  - (ii) From 15 ft to 20 ft  
118.73 Cft @ Rs.15125/- P‰ Cft Rs. 1796/=  
(Rupees Fifteen Thousand One Hundred Twenty Five) only
  - (iii) From 20 ft to 25 ft  
118.73 Cft @ Rs.18150/- P‰ Cft Rs. 2155/=  
(Rupees Eighteen Thousand One Hundred Fifty) only
  - (iv) From 25 ft to 30 ft  
118.73 Cft @ Rs.21175/- P‰ Cft Rs. 2514/=  
(Rupees Twenty One Thousand One Hundred Seventy Five) only
  - (v) From 30 ft to 35 ft  
118.73 Cft @ Rs.24200/- P‰ Cft Rs. 2873/=  
(Rupees Twenty Four Thousand Two Hundred) only
  - (vi) From 35 ft to 40 ft  
118.73 Cft @ Rs.27225/- P‰ Cft Rs. 3232/=  
(Rupees Twenty Seven Thousand Two Hundred Twenty Five) only
  - (vii) From 40 ft to 45 ft  
118.73 Cft @ Rs.30250/- P‰ Cft Rs. 3592/=  
(Rupees Thirty Thousand Two Hundred Fifty) only
  - (viii) From 45 ft to 50 ft  
118.73 Cft @ Rs.33275/- P‰ Cft Rs. 3951/=  
(Rupees Thirty Three Thousand Two Hundred Seventy Five) only
3. Wet sinking of wells for depth below spring level by means of levers i/c all charges for sharing loading and removing excavated material within (a) ordinary soil.  
  
23.74 Cft @ Rs.181954/89 P‰ Cft Rs. 4320/=  
(Rupees One Lac Eighty One Thousand Nine Hundred Fifty Four & Eighty Nine Paisa) only
4. Pacca Bricks works other than building i/c striking of joints upto 20ft height in Cement sand mortar (1:6) (G.S.I No. 7 (e) P-21)

Thallah

652.0 Cft @ Rs.12346/65 P%Cft Rs. 80,500/=

(Rupees Twelve Thousand Three Hundred Forty Six & Sixty Five Paisa) only

5. Extra for Pacca brick in staining of wells or any other circular masonry. (G.S.I #.10 P-22)

548.12 Cft @ Rs.1131/63 P%Cft Rs. 6,203/=

(Rupees One Thousand One Hundred Thirty One & Sixty Three Paisa) only

6. Supplying/ fixing in position Kaker wood well curb. (G.S.I No. 5 P-95)

11.18 Cft @ Rs. 2435/15 P/Cft Rs. 27,225/=

(Rupees Two Thousand Four Hundred Thirty Five & Fifteen Paisa) only

7. Supplying/ fixing M.S girder size 8" x 4" (Sch: of Mat: Item No. 122 P-6)

2.142 Cwt @ Rs. 3850/- P.Cwt Rs. 8,247/=

(Rupees Three Thousand Eight Hundred Fifty) only

Total Rs.1,48,324/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.



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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE  
PARHIARI ALLAH DINO HOT PARO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE PARHIARI ALLAH DINO HOT PARO**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 1,90,000/=
- (e) Amount of Bid Security : 5,700/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 20,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE PARHIARI ALLAH DINO HOT PARO**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 1,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 5,700/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 20,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE – “B”**

### **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE PARHIARI ALLAH DINO HOT PARO**

1. Excavation of well in dry up to 20ft below ground level and disposal of soil within one chain. (G.S.I No. 1 (ii) Page 85) in ordinary soil.
- (i) From 5 ft to 10 ft  
118.73 Cft @ Rs. 2347/40 P<sup>00</sup> Cft Rs. 279/=  
(Rupees Two Thousand Three Hundred Forty Seven & Forty Paisa) only
2. Dry sinking of well including loading and removing excavated material (a) in ordinary soil. (G.S.I.No.2 (ii) P-85)
- (i) From 10 ft to 15 ft  
118.73 Cft @ Rs. 12100/- P<sup>00</sup> Cft Rs. 1437/=  
(Rupees Twelve Thousand One Hundred) only
- (ii) From 15 ft to 20 ft  
118.73 Cft @ Rs.15125/- P<sup>00</sup> Cft Rs. 1796/=  
(Rupees Fifteen Thousand One Hundred Twenty Five) only
- (iii) From 20 ft to 25 ft  
118.73 Cft @ Rs.18150/- P<sup>00</sup> Cft Rs. 2155/=  
(Rupees Eighteen Thousand One Hundred Fifty) only
- (iv) From 25 ft to 30 ft  
118.73 Cft @ Rs.21175/- P<sup>00</sup> Cft Rs. 2514/=  
(Rupees Twenty One Thousand One Hundred Seventy Five) only
- (v) From 30 ft to 35 ft  
118.73 Cft @ Rs.24200/- P<sup>00</sup> Cft Rs. 2873/=  
(Rupees Twenty Four Thousand Two Hundred) only
- (vi) From 35 ft to 40 ft  
118.73 Cft @ Rs.27225/- P<sup>00</sup> Cft Rs. 3232/=  
(Rupees Twenty Seven Thousand Two Hundred Twenty Five) only
- (vii) From 40 ft to 45 ft  
118.73 Cft @ Rs.30250/- P<sup>00</sup> Cft Rs. 3592/=  
(Rupees Thirty Thousand Two Hundred Fifty) only
- (viii) From 45 ft to 50 ft  
118.73 Cft @ Rs.33275/- P<sup>00</sup> Cft Rs. 3951/=  
(Rupees Thirty Three Thousand Two Hundred Seventy Five) only
3. Wet sinking of wells for depth below spring level by means of levers i/c all charges for sharing loading and removing excavated material within (a) ordinary soil.
- 23.74 Cft @ Rs.181954/89 P<sup>00</sup> Cft Rs. 4320/=  
(Rupees One Lac Eighty One Thousand Nine Hundred Fifty Four & Eighty Nine Paisa) only
4. Pacca Bricks works other than building i/c striking of joints upto 20ft



height in Cement sand mortar (1:6) (G.S.I No. 7 (e) P-21)  
*Thallah*

652.0 Cft @ Rs.12346/65 P% Cft Rs. 80,500/=  
(Rupees Twelve Thousand Three Hundred Forty Six  
& Sixty Five Paisa) only

5. Extra for Pacca brick in staining of wells or any other circular  
masonry. (G.S.I #.10 P-22)

548.12 Cft @ Rs.1131/63 P% Cft Rs. 6,203/=  
(Rupees One Thousand One Hundred Thirty One  
& Sixty Three Paisa) only

6. Supplying/ fixing in position Kaker wood well curb. (G.S.I No. 5 P-95)

11.18 Cft @ Rs. 2435/15 P/ Cft Rs. 27,225/=  
(Rupees Two Thousand Four Hundred Thirty Five  
& Fifteen Paisa) only

7. Supplying/ fixing M.S girder size 8" x 4" (Sch: of Mat: Item No. 122 P-6)

2.142 Cwt @ Rs. 3850/- P.Cwt Rs. 8,247/=  
(Rupees Three Thousand Eight Hundred Fifty) only

Total Rs.1,48,324/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## 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.

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- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE  
PARHIARI M. MITHAN BAJEER**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE PARHIARI M. MITHAN BAJEER.**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 1,90,000/=
- (e) Amount of Bid Security : 5,700/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 20,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE PARHIARI M. MITHAN BAJEER**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 1,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 5,700/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 20,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE – “B”**

### **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE PARHIARI M. MITHAN BAJEER**

1. Excavation of well in dry up to 20ft below ground level and disposal of soil within one chain. (G.S.I No. 1 (ii) Page 85) in ordinary soil.
  - (i) From 5 ft to 10 ft  
118.73 Cft @ Rs. 2347/40 P‰ Cft Rs. 279/=  
(Rupees Two Thousand Three Hundred Forty Seven  
& Forty Paisa) only
2. Dry sinking of well including loading and removing excavated material (a) in ordinary soil. (G.S.I.No.2 (ii) P-85)
  - (i) From 10 ft to 15 ft  
118.73 Cft @ Rs. 12100/- P‰ Cft Rs. 1437/=  
(Rupees Twelve Thousand One Hundred) only
  - (ii) From 15 ft to 20 ft  
118.73 Cft @ Rs.15125/- P‰ Cft Rs. 1796/=  
(Rupees Fifteen Thousand One Hundred Twenty Five) only
  - (iii) From 20 ft to 25 ft  
118.73 Cft @ Rs.18150/- P‰ Cft Rs. 2155/=  
(Rupees Eighteen Thousand One Hundred Fifty) only
  - (iv) From 25 ft to 30 ft  
118.73 Cft @ Rs.21175/- P‰ Cft Rs. 2514/=  
(Rupees Twenty One Thousand One Hundred Seventy Five) only
  - (v) From 30 ft to 35 ft  
118.73 Cft @ Rs.24200/- P‰ Cft Rs. 2873/=  
(Rupees Twenty Four Thousand Two Hundred) only
  - (vi) From 35 ft to 40 ft  
118.73 Cft @ Rs.27225/- P‰ Cft Rs. 3232/=  
(Rupees Twenty Seven Thousand Two Hundred Twenty Five) only
  - (vii) From 40 ft to 45 ft  
118.73 Cft @ Rs.30250/- P‰ Cft Rs. 3592/=  
(Rupees Thirty Thousand Two Hundred Fifty) only
  - (viii) From 45 ft to 50 ft  
118.73 Cft @ Rs.33275/- P‰ Cft Rs. 3951/=  
(Rupees Thirty Three Thousand Two Hundred Seventy Five) only
3. Wet sinking of wells for depth below spring level by means of levers i/c all charges for sharing loading and removing excavated material within (a) ordinary soil.  
  
23.74 Cft @ Rs.181954/89 P‰ Cft Rs. 4320/=  
(Rupees One Lac Eighty One Thousand Nine Hundred Fifty Four  
& Eighty Nine Paisa) only

4.	Pacca Bricks works other than building i/c striking of joints upto 20ft height in Cement sand mortar (1:6) (G.S.I No. 7 (e) P-21) <i>Thallah</i>		
	652.0 Cft @ Rs.12346/65 (Rupees Twelve Thousand Three Hundred Forty Six & Sixty Five Paisa) only	P% Cft	Rs. 80,500/=
5.	Extra for Pacca brick in staining of wells or any other circular masonry. (G.S.I #.10 P-22)		
	548.12 Cft @ Rs.1131/63 (Rupees One Thousand One Hundred Thirty One & Sixty Three Paisa) only	P% Cft	Rs. 6,203/=
6.	Supplying/ fixing in position Kaker wood well curb. (G.S.I No. 5 P-95)		
	11.18 Cft @ Rs. 2435/15 (Rupees Two Thousand Four Hundred Thirty Five & Fifteen Paisa) only	P/ Cft	Rs. 27,225/=
7.	Supplying/ fixing M.S girder size 8" x 4" (Sch: of Mat: Item No. 122 P-6)		
	2.142 Cwt @ Rs. 3850/- (Rupees Three Thousand Eight Hundred Fifty) only	P.Cwt	<u>Rs. 8,247/=</u>
		Total	Rs.1,48,324/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.



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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**COSTRUCTION OF BATH ROOM (2 NOS:) I/C ELECTRIC MOTOR & WATER  
TANK @ LUND COLONY MASJID DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **CONSTRUCTION OF BATH ROOM (2 NOS:) I/C  
ELECTRIC MOTOR & WATER TANK @ LUND COLONY  
MASJID DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near  
Mithi Bus Stop Diplo.
- (d) Estimate Cost : 2,50,000/=
- (e) Amount of Bid Security : 7,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit  
(including Bid Security) : 27,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the  
name of the work should be dropped in  
the Tender Box kept in office of the  
Town Officer Town Committee Diplo  
on 01/06/2015 @ 12:00P.M by  
Procurement Committee.
- (i) Deadline for submission of Bid : 02/06/2015 @ 01:00 P.M  
along with time.
- (j) Time for completion from : 3-Months  
written order commence
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_  
Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **COSTRUCTION OF BATH ROOM (2 NOS:) I/C ELECTRIC MOTOR & WATER TANK @ LUND COLONY MASJID DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 2,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 7,500/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 27,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE-“B”

### COSTRUCTION OF BATH ROOM (2 NOS:) I/C ELECTRIC MOTOR & WATER TANK @ LUND COLONY MASJID DIPLO TOWN

1. Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I No. 18 P-4)

$$\begin{aligned} 1 \times 2 \times 15.0 \times 1.50 \times 2.0 &= 90.00 \text{ Cft} \\ 1 \times 3 \times 3.25 \times 1.50 \times 2.0 &= \underline{29.25 \text{ Cft}} \\ \text{Total} &119.25 \text{ Cft} \end{aligned}$$

Say 119.25 Cft @ Rs. 2722/50 P% Cft Rs. 324/=

2. Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)(G.S.I No: 5 (i) P-15)

$$\begin{aligned} 1 \times 2 \times 15.0 \times 1.50 \times 0.50 &= 22.50 \text{ Cft} \\ 1 \times 3 \times 3.25 \times 1.50 \times 0.50 &= 7.31 \text{ Cft} \\ 1 \times 2 \times 5.63 \times 3.62 \times 0.33 &= \underline{13.45 \text{ Cft}} \\ \text{Total} &43.26 \text{ Cft} \end{aligned}$$

Say 43.26 Cft @ Rs. 11288/75 P% Cft Rs. 4,854/=

3. Pacca brick work in foundation and plinth in cement sand mortar (1:6). (G.S.I No: 4 P-21)

$$\begin{aligned} 1^{\text{st}} \text{ Step } 1 \times 2 \times 15.0 \times 1.50 \times 1.0 &= 45.00 \text{ Cft} \\ 1^{\text{st}} \text{ Step } 1 \times 3 \times 3.25 \times 1.50 \times 1.0 &= 14.62 \text{ Cft} \\ 2^{\text{nd}} \text{ Step } 1 \times 2 \times 14.63 \times 1.13 \times 1.50 &= 49.59 \text{ Cft} \\ 2^{\text{nd}} \text{ Step } 1 \times 3 \times 3.62 \times 1.13 \times 1.50 &= \underline{18.40 \text{ Cft}} \\ \text{Total} &127.61 \text{ Cft} \end{aligned}$$

127.61 Cft @ Rs. 11948/36 P% Cft Rs. 15,294/=

4. Pacca brick work in foundation and plinth in cement sand mortar.

$$\begin{aligned} 1 \times 2 \times 14.25 \times 0.75 \times 10 &= 213.75 \text{ Cft} \\ 1 \times 3 \times 4.00 \times 0.75 \times 10.0 &= 90.00 \text{ Cft} \\ \text{Tank } 1 \times 2 \times (6.75+4) \times 0.37 \times 4.0 &= 31.82 \text{ Cft} \\ \text{Pillar } 1 \times 4 \times 1.13 \times 1.13 \times 3.0 &= \underline{15.32 \text{ Cft}} \\ \text{Total} &350.89 \text{ Cft} \end{aligned}$$

Deduction:

$$\begin{aligned} 2 \times 1 \times 2.50 \times 0.75 \times 7.0 &= 26.25 \text{ Cft} \\ 2 \times 1 \times 2.0 \times 0.75 \times 1.50 &= \underline{4.50 \text{ Cft}} \\ \text{Total} &30.75 \text{ Cft} \end{aligned}$$

$$350.89 - 30.75 = 320.14 \text{ Cft}$$

320.0 Cft @ Rs. 12674/36 P% Cft Rs. 40,558/=

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

$$\begin{aligned} \text{P/Beam } 1 \times 2 \times 14.63 \times 1.13 \times 0.50 &= 16.53 \text{ Cft} \\ 1 \times 3 \times 3.62 \times 1.1 \times 0.50 &= 6.13 \text{ Cft} \\ \text{Roof } 1 \times 16.25 \times 7.50 \times 0.42 &= 51.18 \text{ Cft} \end{aligned}$$



Tank Bath  $1 \times 2 \times 6.50 \times 5.50 \times 0.50 = 35.75 \text{ Cft}$   
 Lintel  $1 \times 2 \times 14.25 \times 0.75 \times 0.50 = 14.12 \text{ Cft}$   
 Total = 120.27 Cft

Deduction:

M.H  $1 \times 2 \times 2 \times 0.50 = 2.0 \text{ Cft}$   
 $120.27 \text{ Cft} (-) 2.0 \text{ Cft} = 118.27 \text{ Cft}$

118.27 Cft @ Rs. 337/= P.Cft  
 Rs.39,857/=

6. Fabrication of Mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars) (G.S.I.No.7 P-17) (USING TAR BARS)

$\frac{118.27 \times 4.50}{112} = 5.109 \text{ Cwt}$

5.109 Cwt @ Rs. 5001/70 P.Cwt Rs. 25,554/=

7. Filling Watering and ramming earth in floors with surplus earth form foundation lead upto one chain and lift upto 5' ft: (G.S.I. No. 21 P-5).

$1 \times 2 \times 2.50 \times 7.0 = 40.76 \text{ Cft}$

Say 40.76 Cft @ Rs. 1512/50 P% Cft Rs. 62/=

8. Making and fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2" x 2" x 3/8" & 3/4" squire bar 4" center to center with locking arrangement. (G.S.I.No. 24 P-92).

Door  $1 \times 2 \times 2.50 \times 7.0 = 35.00 \text{ Sft}$

35.00 Sft @ Rs. 726/72 P. Sft Rs. 25,435/=

9. Providing and fixing cement printed Jali.

Ventilater  $2 \times 1 \times 2 \times 1.50 = 6.0 \text{ Sft}$

Say 6.0 Sft @ Rs. 226/02 P. Sft Rs. 1356/=

10. Cement Plaster (1:6) upto 20' height 1/2" thick (G.S.I.NO 13 (a) P-52).

Inside  $2 \times 2 \times (6 + 4) \times 10.0 = 400.0 \text{ Sft}$

Outside  $1 \times 2 \times (14.25+5.50) \times 10.0 = 395.0 \text{ Sft}$

Tank I/S  $1 \times 2 \times (6 + 4) \times 4.0 = 80.00 \text{ Sft}$

Tank O/S  $1 \times 2 \times (6.75 + 4.75) \times 4.0 = 92.00 \text{ Sft}$

Piller  $4 \times 4 \times 1.13 \times 3.0 = 54.24 \text{ Sft}$

Plinth  $1 \times 2 \times (14.62 + 5.87) 10.0 = 40.98 \text{ Sft}$

Total = 1062.22 Sft

Deduction

Door  $2 \times 1 \times 2.50 \times 7.0 = 35.00 \text{ Sft}$

Window  $2 \times 1 \times 2.0 \times 1.50 = 6.00 \text{ Sft}$

Total = 41.00 Sft

Net Qty:  $1062.22 (-) 41.00 = 1021.22 \text{ Sft}$

1021.00 Sft @ Rs. 2206/60 P% Sft Rs. 22,529/=

11. Cement Plaster (1:4) upto 20' height 3/8" thick.

Qty. Same as item No. 10 i.e. 1021.00 Sft

1021.00 Sft @ Rs. 2197/52 P% Sft Rs. 22,437/=

12. C.C Topping (1:2:4).

Floor  $2 \times 1 \times 6 \times 4.0 = 48.0 \text{ Sft}$

Roof  $1 \times 16.25 \times 7.50 = 121.87 \text{ Sft}$

Tank  $1 \times 6.0 \times 4.0 = 24.00 \text{ Sft}$

Total = 193.87 Sft

194.00 Sft @ Rs. 3275/50 P% Sft Rs. 6,354/=

13. W.C of not less than 19" clear opening between flushing  
rms and 3 fallons flashing tank with 4" dia.

C.I trap & C.I thimble 2 x 1 = 2 No.

2 No. @ Rs. 4802/60 P. Each Rs. 9,605/=

14. White Washing (a) One Coat..

I/S 2 x 2 x (6 + 4) x 10.0 = 400.0 Sft

O/S 1 x 2 x (14.25+5.50) x 10 = 395.0 Sft

Plinth 1 x 2 x (14.63 + 5.62) 10 = 40.98 Sft

Roof 1 x 2 x 6.0 x 4.0 = 48.00 Sft

Chajja 1 x 2 x (16.25+5.50) x 10 = 43.50 Sft

Total = 927.00 Sft

Deduction

Door 2 x 2.50 x 7.0 = 35.00 Sft

Net Qty: 927.00 (-) 35.00 = 892.00 Sft

892.00 Sft @ Rs. 416/ 63 P% Sft Rs. 3,716/=

15. Distempering 2 Coats.

Same Qty: as item No. i.e. 14 892.00 Sft

892.00 Sft @ Rs. 14043/90 P% Sft Rs. 9,312/=

16. Painting New Surface preparing surface and painting of door and  
windows any type (including edges) (3 Coats) (G.S.I. No. 5 (c) P-69).

Door 2 x 2 x 2.50 x 7.0 = 70.00 Sft

70.00 Sft @ Rs. 2116/41 P% Sft

Rs. 1,481/=

**Total**

**Rs: 228,728/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**COSTRUCTION OF BATH ROOM (2 NOS:) I/C ELECTRIC MOTOR & WATER  
TANK @ MUSAFIR KHANA BADIN BUS STOP DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **COSTRUCTION OF BATH ROOM (2 NOS:)  
I/C ELECTRIC MOTOR & WATER TANK @  
MUSAFIR KHANA BADIN BUS STOP DIPLO**
- (c) Procuring Agency Address : Town Committee Office Diplo near  
Mithi Bus Stop Diplo.
- (d) Estimate Cost : 2,50,000/=
- (e) Amount of Bid Security : 7,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit  
(including Bid Security) : 27,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the  
name of the work should be dropped in  
the Tender Box kept in office of the  
Town Officer Town Committee Diplo  
on 01/06/2015 @ 12:00P.M by  
Procurement Committee.
- (i) Deadline for submission of Bid : 02/06/2015 @ 01:00 P.M  
along with time.
- (j) Time for completion from : 3-Months  
written order commence
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_  
Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **COSTRUCTION OF BATH ROOM (2 NOS:) I/C ELECTRIC MOTOR & WATER TANK @ MUSAFIR KHANA BADIN BUS STOP DIPLO**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 2,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 7,500/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 27,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE – “B”

### CONSTRUCTION OF BATH ROOM (2 NOS:) I/C ELECTRIC MOTOR & WATER

#### TANK @ MUSAFIR KHANA BADIN BUS STOP DIPLO

1. Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). (G.S.I No. 18 P-4)
- |                           |                    |
|---------------------------|--------------------|
| 1 x 2 x 15.0 x 1.50 x 2.0 | = 90.00 Cft        |
| 1 x 3 x 3.25 x 1.50 x 2.0 | = <u>29.25 Cft</u> |
| Total                     | 119.25 Cft         |
- Say 119.25 Cft @ Rs. 2722/50 P<sup>00</sup> Cft Rs. 324/=
2. Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)(G.S.I No: 5 (i) P-15)
- |                            |                    |
|----------------------------|--------------------|
| 1 x 2 x 15.0 x 1.50 x 0.50 | = 22.50 Cft        |
| 1 x 3 x 3.25 x 1.50 x 0.50 | = 7.31 Cft         |
| 1 x 2 x 5.63 x 3.62 x 0.33 | = <u>13.45 Cft</u> |
| Total                      | 43.26 Cft          |
- Say 43.26 Cft @ Rs. 11288/75 P% Cft Rs. 4,854/=
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6). (G.S.I No: 4 P-21)
- |  |                    |
|--|--------------------|
| 1 <sup>st</sup> Step 1 x 2 x 15.0 x 1.50 x 1.0   | = 45.00 Cft        |
| 1 <sup>st</sup> Step 1 x 3 x 3.25 x 1.50 x 1.0   | = 14.62 Cft        |
| 2 <sup>nd</sup> Step 1 x 2 x 14.63 x 1.13 x 1.50 | = 49.59 Cft        |
| 2 <sup>nd</sup> Step 1 x 3 x 3.62 x 1.13 x 1.50  | = <u>18.40 Cft</u> |
| Total  | 127.61 Cft         |
- 127.61 Cft @ Rs. 11948/36 P% Cft Rs. 15,294/=
4. Pacca brick work in foundation and plinth in cement sand mortar.
- |                                    |                    |
|------------------------------------|--------------------|
| 1 x 2 x 14.25 x 0.75 x 10          | = 213.75 Cft       |
| 1 x 3 x 4.00 x 0.75 x 10.0         | = 90.00 Cft        |
| Tank 1 x 2 x (6.75+4) x 0.37 x 4.0 | = 31.82 Cft        |
| Pillar 1 x 4 x 1.13 x 1.13 x 3.0   | = <u>15.32 Cft</u> |
| Total                              | 350.89 Cft         |
- Deduction:
- |                           |                   |
|---------------------------|-------------------|
| 2 x 1 x 2.50 x 0.75 x 7.0 | = 26.25 Cft       |
| 2 x 1 x 2.0 x 0.75 x 1.50 | = <u>4.50 Cft</u> |
| Total                     | 30.75 Cft         |
- 350.89 – 30.75 = 320.14 Cft  
320.0 Cft @ Rs. 12674/36 P% Cft Rs. 40,558/=
5. Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 (a) P-16).
- |                                    |             |
|------------------------------------|-------------|
| P/Beam 1 x 2 x 14.63 x 1.13 x 0.50 | = 16.53 Cft |
| 1 x 3 x 3.62 x 1.1 x 0.50          | = 6.13 Cft  |
| Roof 1 x 16.25 x 7.50 x 0.42       | = 51.18 Cft |

Tank Bath  $1 \times 2 \times 6.50 \times 5.50 \times 0.50 = 35.75 \text{ Cft}$   
 Lintel  $1 \times 2 \times 14.25 \times 0.75 \times 0.50 = 14.12 \text{ Cft}$   
 Total = 120.27 Cft

Deduction:

M.H  $1 \times 2 \times 2 \times 0.50 = 2.0 \text{ Cft}$   
 $120.27 \text{ Cft} (-) 2.0 \text{ Cft} = 118.27 \text{ Cft}$

118.27 Cft @ Rs. 337/= P.Cft  
 Rs.39,857/=

6. Fabrication of Mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars) (G.S.I.No.7 P-17) (USING TAR BARS)

$\frac{118.27 \times 4.50}{112} = 5.109 \text{ Cwt}$

5.109 Cwt @ Rs. 5001/70 P.Cwt Rs. 25,554/=

7. Filling Watering and ramming earth in floors with surplus earth form foundation lead upto one chain and lift upto 5' ft: (G.S.I. No. 21 P-5).

$1 \times 2 \times 2.50 \times 7.0 = 40.76 \text{ Cft}$

Say 40.76 Cft @ Rs. 1512/50 P% Cft Rs. 62/=

8. Making and fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2" x 2" x 3/8" & 3/4" squire bar 4" center to center with locking arrangement. (G.S.I.No. 24 P-92).

Door  $1 \times 2 \times 2.50 \times 7.0 = 35.00 \text{ Sft}$

35.00 Sft @ Rs. 726/72 P. Sft Rs. 25,435/=

9. Providing and fixing cement printed Jali.

Ventilater  $2 \times 1 \times 2 \times 1.50 = 6.0 \text{ Sft}$

Say 6.0 Sft @ Rs. 226/02 P. Sft Rs. 1356/=

10. Cement Plaster (1:6) upto 20' height 1/2" thick (G.S.I.NO 13 (a) P-52).

Inside  $2 \times 2 \times (6 + 4) \times 10.0 = 400.0 \text{ Sft}$

Outside  $1 \times 2 \times (14.25+5.50) \times 10.0 = 395.0 \text{ Sft}$

Tank I/S  $1 \times 2 \times (6 + 4) \times 4.0 = 80.00 \text{ Sft}$

Tank O/S  $1 \times 2 \times (6.75 + 4.75) \times 4.0 = 92.00 \text{ Sft}$

Piller  $4 \times 4 \times 1.13 \times 3.0 = 54.24 \text{ Sft}$

Plinth  $1 \times 2 \times (14.62 + 5.87) 10.0 = 40.98 \text{ Sft}$

Total = 1062.22 Sft

Deduction

Door  $2 \times 1 \times 2.50 \times 7.0 = 35.00 \text{ Sft}$

Window  $2 \times 1 \times 2.0 \times 1.50 = 6.00 \text{ Sft}$

Total = 41.00 Sft

Net Qty:  $1062.22 (-) 41.00 = 1021.22 \text{ Sft}$

1021.00 Sft @ Rs. 2206/60 P% Sft Rs. 22,529/=

11. Cement Plaster (1:4) upto 20' height 3/8" thick.

Qty. Same as item No. 10 i.e. 1021.00 Sft

1021.00 Sft @ Rs. 2197/52 P% Sft Rs. 22,437/=

12. C.C Topping (1:2:4).

Floor  $2 \times 1 \times 6 \times 4.0 = 48.0 \text{ Sft}$

Roof  $1 \times 16.25 \times 7.50 = 121.87 \text{ Sft}$

Tank  $1 \times 6.0 \times 4.0 = 24.00 \text{ Sft}$

Total = 193.87 Sft

194.00 Sft @ Rs. 3275/50 P% Sft Rs. 6,354/=

13. W.C of not less than 19" clear opening between flushing  
rms and 3 fallons flashing tank with 4" dia.

C.I trap & C.I thimble 2 x 1 = 2 No.

2 No. @ Rs. 4802/60 P. Each Rs. 9,605/=

14. White Washing (a) One Coat..

I/S 2 x 2 x (6 + 4) x 10.0 = 400.0 Sft

O/S 1 x 2 x (14.25+5.50) x 10 = 395.0 Sft

Plinth 1 x 2 x (14.63 + 5.62) 10 = 40.98 Sft

Roof 1 x 2 x 6.0 x 4.0 = 48.00 Sft

Chajja 1 x 2 x (16.25+5.50) x 10 = 43.50 Sft

Total = 927.00 Sft

Deduction

Door 2 x 2.50 x 7.0 = 35.00 Sft

Net Qty: 927.00 (-) 35.00 = 892.00 Sft

892.00 Sft @ Rs. 416/ 63 P% Sft Rs. 3,716/=

15. Distempering 2 Coats.

Same Qty: as item No. i.e. 14 892.00 Sft

892.00 Sft @ Rs. 14043/90 P% Sft Rs. 9,312/=

16. Painting New Surface preparing surface and painting of door and  
windows any type (including edges) (3 Coats) (G.S.I. No. 5 (c) P-69).

Door 2 x 2 x 2.50 x 7.0 = 70.00 Sft

70.00 Sft @ Rs. 2116/41 P% Sft

Rs. 1,481/=

**Total**

**Rs: 228,728/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**CONSTRUCTION OF BRICK PAVING ROAD I/C C.C DRAIN (B)  
TYPE @ VARIOUS STREETS OF JAIRAM PARO DIPLO TOWN.**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : Construction of Brick Paving Road I/C  
C.C Drain (B) Type @ Various Streets of  
Jairam Paro Diplo Town.
- (c) Procuring Agency Address: : Town Committee Office Diplo near  
Mithi Bus Stop Diplo.
- (d) Estimate Cost : 10,00,000/=
- (e) Amount of Bid Security : 30,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit  
(including Bid Security) : 1,10,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the  
name of the work should be dropped in  
the Tender Box kept in office of the  
Town Officer Town Committee DIPLO  
on 01/06/2015 @ 12:00P.M by  
Procurement Committee.
- (i) Deadline for submission of Bid : 02/06/2015 @ 01:00 P.M  
Along with time.
- (j) Time for completion from : 3-Months  
written order commence
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_  
Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **Construction of Brick Paving Road I/C C.C Drain (B) Type @ Various Streets of Jairam Paro Diplo Town.**

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

**MEMORANDUM**

- |    |   |                 |
|----|---|-----------------|
| a. | General Description:                              | As Above        |
| b. | Estimated Cost:                                   | Rs. 10,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 30,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 1,10,000/=  |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>   |
| f. | Time allowed for completion of the work is:       | 3-Months        |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE "B"

### CONSTRUCTION OF BRICK PAVING ROAD I/C C.C DRAIN (B) TYPE @ VARIOUS STREETS OF JAIRAM PARO DIPLO TOWN

1. Dismantling of brick work in cement mortar.  
75.0 Cft @ Rs. 1285/63 P% Cft Rs. 964/=  
(Rupees One Thousand Two Hundred Eighty Five  
& Sixty Three Paisa) only
2. Excavation in foundation of Building bridges and other structures i/c  
dag belling, dressing, refilling, around structure with excavated earth  
watering and ramming lead up to 5 ft. (in sand, ashes or loose sand).  
1650.0 Cft @ Rs. 2722/50 P%0 Cft Rs. 4,492/=  
(Rupees Two Thousand Seven Hundred Twenty Two  
& Fifty Paisa) only
3. Cement concrete plain i/c placing, compacting, finishing and curing  
complete (i/c screening and washing at stone aggregate without  
shuttering) Ratio (1:4:8)  
1356.0 Cft @ Rs. 11288/75 P% Cft Rs.1,53,075/=  
(Rupees Eleven Thousand Two Hundred Eighty Eight  
& Seventy Five Paisa) only  
ii. (1:2:4)  
1056.0 Cft @ Rs. 14429/25 P% Cft Rs. 1,52,373/=  
(Rupees Fourteen Thousand Four Hundred Twenty Nine  
& Twenty Five Paisa) only
4. Pacca brick work in foundation and plinth in cement sand mortar (1:6).  
825.0 Cft @ Rs. 11948/36 P% Cft Rs. 98,574/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
5. Constructing of standard open drain connote 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 cost of cement 1/32" thick to the exposed face finished  
smooth curing etc complete as per detailed drawing.  
400.0 Rft @ Rs. 174/- P/Rft Rs. 69,600/=  
(Rupees One Hundred Seventy Four) only
6. Cement plaster (1:4) upto 12' height ½" thick.  
1400.0 Sft @ Rs. 2283/93 P% Sft Rs. 31,975/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only
7. Reinforced cement concrete work including all labour and material  
except the cost of steel reinforcement and its labour for bending and  
binding, which will be paid separately. This rate also includes all kinds  
of forms moulds lifting shuttering curing rendering and finishing the  
exposed surface (including screening and washing of shingle) (a) RCC  
work in roof slab, beams columns, rafts, lintels and other structural  
members laid in situ or precast laid in position complete in all respects  
Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼"  
gauge.  
193.20 Cft @ Rs. 337/- P.Cft Rs. 65,108/=  
(Rupees Three Hundred Thirty Seven) only
8. Fabrication of mild steel reinforcement for cement concrete including  
cutting bending laying in position, making joints & fastenings including  
cost of binding wire (also includes removal of rust from bars).

7.762 Cwt @ Rs. 5001/70 P.Cwt Rs. 38,826/=  
(Rupees Five Thousand One & Seventy Paisa) only

9. Barrow pit excavation undressed lead up to 100 ft (a) ordinary soil.

2400.0 Cft @ Rs. 2117/50 P%<sub>00</sub> Cft Rs. 5,082/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only

10. Dressing and leveling of each work to designed section, etc complete. (b)  
Ordinary soil.

2400.0 Cft @ Rs. 187/55 P%<sub>00</sub> Cft Rs. 450/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only

11. Erection and removal of centering for R.C.C or plain cement concrete  
works of Partal wood.

105.60 Sft @ Rs. 3588/48 P%<sub>00</sub> Cft Rs. 3,789/=  
Rupees Three Thousand Five Hundred Eighty Eight Total Rs.6,24,308/-  
& Forty Eight Paisa) only

Add 10% Ceiling Premium on Rs. 6,24,308/- Rs. 62,431/-

Total Rs. 6,86,739/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the



Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR OF BRICK ROAD I/C C.C DRAIN @ VARIOUS  
STREET OF KALLAR & SHEEDI MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **Repair of Brick Road I/C C.C Drain @ Various Street Of Kallar & Sheedi Muhalla Diplo Town**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 5,50,000/=
- (e) Amount of Bid Security : 16,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 60,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 1:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **Repair of Brick Road I/C C.C Drain @ Various Street Of Kallar & Sheedi Muhalla Diplo Town.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 5,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 16,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 60,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE "B"**

### **REPAIR OF BRICK ROAD I/C C.C DRAIN @ VARIOUS STREET OF KALLAR & SHEEDI MUHALLA DIPLO TOWN**

- |    |   |  |                       |
|----|---|--|-----------------------|
| 1. | Pacca brick work in foundation and plinth in cement sand mortar (1:6).  |  |                       |
|    | 619.0 Cft @ Rs. 11948/36 P% Cft<br>(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only  |  | Rs. 73,960/=          |
| 2. | Cement plaster (1:4) upto 12' height ½" thick.  |  |                       |
|    | 1050.0 Sft @ Rs. 2283/93 P% Sft<br>(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only   |  | Rs. 23,981/=          |
| 3. | Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge. |  |                       |
|    | 63.16 Cft @ Rs. 337/- P.Cft<br>(Rupees Three Hundred Thirty Seven) only   |  | Rs. 21,285/=          |
| 4. | Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).  |  |                       |
|    | 2.537 Cwt @ Rs. 5001/70 P.Cwt<br>(Rupees Five Thousand One & Seventy Paisa) only  |  | Rs. 12,689/=          |
| 5. | Barrow pit excavation undressed lead up to 100 ft ordinary soil.  |  |                       |
|    | 4725.0 Cft @ Rs. 2117/50 P% Cft<br>(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only   |  | Rs. 10,005/=          |
| 6. | Dressing and leveling of each work to designed section, etc complete.<br>(b) Ordinary soil.   |  |                       |
|    | 4725.0 Cft @ Rs. 187/55 P% Cft<br>(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only   |  | Rs. 886/=             |
| 7. | Extra for every 50 ft additional lead or part thereof.<br>(a) For earth work (Soft, ordinary, hard and very hard).  |  |                       |
|    | 4725.0 Cft @ Rs. 3829/64 P% Cft<br>(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only  |  | Rs. 18,095/=          |
| 8. | Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.   |  |                       |
|    | 6300.0 Sft @ Rs. 3823/57 P% Sft<br>(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only  |  | <u>Rs. 2,40,885/=</u> |
|    |   |  | Total Rs. 4,01,786/-  |

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect



thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.
- (F)** Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

## **Clause – 10: Quality Control**

- (A) Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

## **Clause – 11:**

- (A) Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

## **Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF BRICK  
PAVING ROAD I/C C.C DRAIN AT VARIOUS STREET OF PARHA  
MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **Construction Of Brick Paving Road  
I/C C.C Drain At Various Street Of  
Parha Muhalla Diplo Town**
- (c) Procuring Agency Address: : Town Committee Office Diplo near  
Mithi Bus Stop Diplo.
- (d) Estimate Cost : 8,00,000/=
- (e) Amount of Bid Security : 24,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit : 88,000/=
- (including Bid Security)
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the  
name of the work should be dropped in  
the Tender Box kept in office of the  
Town Officer Town Committee DIPLO  
on 01/06/2015 @ 12:00P.M by  
Procurement Committee.
- (i) Deadline for submission of Bid : 02/06/2015 @ 01:00 P.M  
along with time.
- (j) Time for completion from : 3-Months  
written order commence
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD I/C C.C DRAIN AT VARIOUS STREET OF PARHA MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 8,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 24,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 88,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**



## **SCHEDULE "B"**

### **CONSTRUCTION OF BRICK PAVING ROAD I/C C.C DRAIN AT VARIOUS STREET OF PARHA MUHALLA DIPLO TOWN**

- 1 Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand).

1238.0 Cft @ Rs. 2722/50 P%0 Cft Rs. 3,370/=  
(Rupees Two Thousand Seven Hundred Twenty Two  
& Fifty Paisa) only
- 2 Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8).

225.0 Cft @ Rs. 11288/75 P% Cft Rs. 25,400/=  
(Rupees Eleven Thousand Two Hundred Eighty Eight  
& Seventy Five Paisa) only
- 3 Pacca brick work in foundation and plinth in cement sand mortar (1:6).

619.0 Cft @ Rs. 11948/36 P% Cft Rs. 73,960/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
- 4 Constructing of standard open drain connote 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 cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing.

300.0 Rft @ Rs. 175/- P/Rft Rs. 52,500/=  
(Rupees One Hundred Seventy Five) only
5. Cement plaster (1:4) up to 12' height ½" thick.

1050.0 Sft @ Rs. 2283/93 P% Sft Rs. 23,981/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only
6. Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.

43.80 Cft @ Rs. 337/- P.Cft Rs. 14,761/=  
(Rupees Three Hundred Thirty Seven) only
7. Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).

1.759 Cwt @ Rs. 5001/70 P.Cwt Rs. 8,798/=  
(Rupees Five Thousand One & Seventy Paisa) only
8. Barrow pit excavation undressed lead up to 100 ft (a) ordinary soil.

6750.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 14,293/=

(Rupees Two Thousand One Hundred Seventeen & Fifty Paise) only

9. Dressing & leveling of earth work to design section etc complete  
(b) ordinary soil.

6750.0 Cft @ Rs. 187/55 P%0 Cft Rs. 1,266/=

(Rupees One Hundred Eighty Seven & Fifty Five Paise) only

10. Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard).

6750.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 25,850/=

(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paise) only

11. Dry brick on edge paving sand grouted i/c preparation of bed by  
watering ramming and bringing the same to proper camber by 1/2" thick  
mud plaster.

9000.0 Sft @ Rs. 3823/57 P% Sft Rs.3,44,121/=

(Rupees Three Thousand Eight Hundred Twenty Three  
& Fifty Seven Paise) only

**Total Rs. 5,88,300/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## **CONDITIONS OF CONTRACT**

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

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

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

### **Clause - 3: Termination of the Contract.**

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

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

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

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

**(C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

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

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

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

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

**Clause – 7: Payments.**

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and

unsatisfactory items of works pointed out to him during defect liability period.

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.
- (F)** Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.

- (B) Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

**Clause – 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of

completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

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

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

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

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

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

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

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

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**CONSTRUCTION OF BRICK PAVING ROAD @ AKBER  
BAJEER MUHALLA (NORTH SIDE) DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **CONSTRUCTION OF BRICK PAVING ROAD @ AKBER BAJEER MUHALLA (NORTH SIDE) DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **CONSTRUCTION OF BRICK PAVING ROAD @ AKBER BAJEER MUHALLA (NORTH SIDE) DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**CONSTRUCTION OF BRICK PAVING ROAD @ AKBER BAJEER MUHALLA  
(NORTH SIDE) DIPLO TOWN**

1.	Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.			
	575.0 Cft	@ Rs. 3176/25 (Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only	P‰ Cft	Rs. 1,826/=
2.	Cement concrete brick or stone ballast 1½" to 2" gauge.			
	189.75 Cft	@ Rs. 9416/28 (Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only	P‰ Cft	Rs. 17,867/=
3.	Pacca brick work in foundation and plinth in cement sand mortar (1:6).			
	603.75 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P‰ Cft	Rs. 72,138/=
4.	Barrow pit excavation undressed lead up to 100 ft ordinary soil.			
	2300.0 Cft	@ Rs. 2117/50 (Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only	P‰ Cft	Rs. 4,870/=
5.	Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.			
	2300.0 Cft	@ Rs. 187/55 (Rupees One Hundred Eighty Seven & Fifty Five Paisa) only	P‰ Cft	Rs. 431/=
6.	Extra for every 50 ft additional lead or part thereof. (a) For earth work (Soft, ordinary, hard and very hard).			
	2300.0 Cft	@ Rs. 3829/64 (Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only	P‰ Cft	Rs. 8,808/=
7.	Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.			
	2300.0 Sft	@ Rs. 3823/57 (Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only	P‰ Sft	Rs. 87,942/=
8.	Cement plaster (1:4) upto 12' height ½" thick.			
	460.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P‰ Sft	Rs. 10,506/=
			<b>Total</b>	<b>Rs. 2,04,388/-</b>

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant Executive Engineer/Procuring Agency, the Contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

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- (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.
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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 or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD  
BADIN ISLAMKOT TO GPS MOTATIO COLONY DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD BADIN ISLAMKOT TO GPS MOTATIO COLONY DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 5,00,000/=
- (e) Amount of Bid Security : 15,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 55,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
**TOWN COMMITTEE**  
**DIPLO**

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD BADIN ISLAMKOT TO GPS MOTATIO COLONY DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 5,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 15,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 55,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO:

Dated:

of

**CONTRACTOR**

## SCHEDULE - B

### CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD BADIN ISLAMKOT TO GPS MOTATIO COLONY DIPLO TOWN

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 1000.0 Cft @ Rs. 3176/25 P‰ Cft Rs. 3,176/=  
(Rupees Three Thousand One Hundred Seventy Six  
& Twenty Five Paisa) only
- Cement concrete brick or stone ballast 1½" to 2" gauge.
- 330.0 Cft @ Rs. 9416/28 P% Cft Rs. 31,073/=  
(Rupees Nine Thousand Four Hundred Sixteen  
& Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 1050.0 Cft @ Rs. 11948/36 P% Cft Rs. 1,25,458/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
4. Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 4000.0 Cft @ Rs. 2117/50 P‰ Cft Rs. 8,470/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 4000.0 Cft @ Rs. 187/55 P‰ Cft Rs. 7,502/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 4000.0 Cft @ Rs. 3829/64 P‰ Cft Rs. 15,319/=  
(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 4000.0 Sft @ Rs. 3823/57 P% Sft Rs. 1,52,943/=  
(Rupees Three Thousand Eight Hundred Twenty Three  
& Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 1600.0 Sft @ Rs. 2283/93 P% Sft Rs. 18,271/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only

**Total Rs. 3,62,212/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
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- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
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accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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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 Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

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**(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.
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**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD RANGER TO NORTH  
SIDE KOLHI MUHALLA TO PANDHI HAJAM HOUSE DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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



## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD RANGER TO NORTH SIDE KOLHI MUHALLA TO PANDHI HAJAM HOUSE DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 5,00,000/=
- (e) Amount of Bid Security : 15,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 55,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD RANGER TO NORTH SIDE KOLHI MUHALLA TO PANDHI HAJAM HOUSE DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 5,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 15,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 55,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE – “B”**

### **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF BRICK PAVING ROAD AT MAIN ROAD RANGER TO NORTH SIDE KOLHI MUHALLA TO PANDHI HAJAM HOUSE DIPLO TOWN**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 1000.0 Cft @ Rs. 3176/25 P%o Cft Rs. 3,176/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
- Cement concrete brick or stone ballast 1½" to 2" gauge.
- 330.0 Cft @ Rs. 9416/28 P% Cft Rs. 31,073/=  
(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 1050.0 Cft @ Rs. 11948/36 P% Cft Rs.1,25,458/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only
4. Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 4000.0 Cft @ Rs. 2117/50 P%o Cft Rs. 8,470/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 4000.0 Cft @ Rs. 187/55 P%o Cft Rs. 7,502/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 4000.0 Cft @ Rs. 3829/64 P%o Cft Rs. 15,319/=  
(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 4000.0 Sft @ Rs. 3823/57 P% Sft Rs.1,52,943/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 1600.0 Sft @ Rs. 2283/93 P% Sft Rs. 18,271/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 3,62,212/**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the



Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET  
OF GUJRATI & MEYANA MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET OF GUJRATI & MEYANA MUHALLA DIPLO TOWN.**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET OF GUJRATI & MEYANA MUHALLA DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE "B"

### REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET OF GUJRATI & MEYANA MUHALLA DIPLO TOWN

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six  
& Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.
- 189.75 Cft @ Rs. 9416/28 P% Cft Rs. 17,867/=  
(Rupees Nine Thousand Four Hundred Sixteen  
& Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 603.75 Cft @ Rs. 11948/36 P% Cft Rs. 72,138/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
- Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 2300.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 4,870/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 2300.0 Cft @ Rs. 187/55 P%0 Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 2300.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 8,808/=  
(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three  
& Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect



thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @  
VARIOUS STREETS OF KUNBHAR AND MAGHANIHAR  
MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS OF KUNBHAR AND MAGHANI HAR MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,50,000/=
- (e) Amount of Bid Security : 13,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 49,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
**TOWN COMMITTEE**  
**DIPLO**

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work:

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS OF  
KUNBHAR AND MAGHANI HAR MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 13,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 49,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of

**CONTRACTOR**



**SCHEDULE –“B”**  
**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS**  
**OF KUNBHAR AND MAGHANI HAR MUHALLA DIPLO TOWN**

1.	Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.	1000.0 Cft @ Rs. 3176/25 (Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only	P%o Cft	Rs. 3,176/=
2.	Cement concrete brick or stone ballast 1½" to 2" gauge.	330.0 Cft @ Rs. 9416/28 (Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only	P% Cft	Rs. 31,073/=
3.	Pacca brick work in foundation and plinth in cement sand mortar (1:6).	1050.0 Cft @ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft	Rs. 1,25,458/=
4.	Barrow pit excavation undressed lead up to 100 ft ordinary soil.	4000.0 Cft @ Rs. 2117/50 (Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only	P%o Cft	Rs. 8,470/=
5.	Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.	4000.0 Cft @ Rs. 187/55 (Rupees One Hundred Eighty Seven & Fifty Five Paisa) only	P%o Cft	Rs. 7,502/=
6.	Extra for every 50 ft additional lead or part therof. (a) For earth work (Soft, ordinary, hard and very hard).	4000.0 Cft @ Rs. 3829/64 (Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only	P%o Cft	Rs. 15,319/=
7.	Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.	4000.0 Sft @ Rs. 3823/57 (Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only	P% Sft	Rs. 1,52,943/=
8.	Cement plaster (1:4) upto 12' height ½" thick.	1600.0 Sft @ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft	Rs. 18,271/=
				<b>Total Rs. 3,62,212/-</b>

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**CONSTRUCTION OF BRICK PAVING ROAD @ VARIOUS  
STREETS OF MOTATIO COLONY DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **Construction of Brick Paving Road @ Various Streets of Motatio Colony Diplo Town.**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 5,00,000/=
- (e) Amount of Bid Security : 15,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 55,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **CONSTRUCTION OF BRICK PAVING ROAD @ VARIOUS STREETS OF MOTATIO COLONY DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 5,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 15,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 55,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE "B"**

### **CONSTRUCTION OF BRICK PAVING ROAD @ VARIOUS STREETS OF MOTATIO COLONY DIPLO TOWN**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 1000.0 Cft @ Rs. 3176/25 P%oo Cft Rs. 3,176/=  
(Rupees Three Thousand One Hundred Seventy Six  
& Twenty Five Paisa) only
- Cement concrete brick or stone ballast 1½" to 2" gauge.
- 330.0 Cft @ Rs. 9416/28 P% Cft Rs. 31,073/=  
(Rupees Nine Thousand Four Hundred Sixteen  
& Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 1050.0 Cft @ Rs. 11948/36 P% Cft Rs. 1,25,458/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
4. Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 4000.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 8,470/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 4000.0 Cft @ Rs. 187/55 P%0 Cft Rs. 7,502/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 4000.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 15,319/=  
(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 4000.0 Sft @ Rs. 3823/57 P% Sft Rs. 1,52,943/=  
(Rupees Three Thousand Eight Hundred Twenty Three  
& Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 1600.0 Sft @ Rs. 2283/93 P% Sft Rs. 18,271/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only
- Total Rs. 3,62,212/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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



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

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

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

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

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

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

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET  
OF SOOMRA COLONY DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET OF SOOMRA COLONY DIPLO TOWN.**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET OF SOOMRA COLONY DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE "B"

### REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREET OF SOOMRA COLONY DIPLO TOWN

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.  
  
575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.  
  
189.75 Cft @ Rs. 9416/28 P% Cft Rs. 17,867/=  
(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).  
  
603.75 Cft @ Rs. 11948/36 P% Cft Rs. 72,138/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only  
  
Barrow pit excavation undressed lead up to 100 ft ordinary soil.  
  
2300.0 Cft @ Rs. 2117/50 P%o Cft Rs. 4,870/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.  
  
2300.0 Cft @ Rs. 187/55 P%o Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).  
  
2300.0 Cft @ Rs. 3829/64 P%o Cft Rs. 8,808/=  
(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.  
  
2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.  
  
460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN @ AL-  
HADITH MADARSA TO SOOMRA COLONY DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN @ AL-HADITH MADARSA TO SOOMRA COLONY DIPLO**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 6,00,000/=
- (e) Amount of Bid Security : 1,800/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 66,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN @ AL-HADITH MADARSA TO SOOMRA COLONY DIPLO**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 6,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 1,800/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 66,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE - B

### DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN @ AL-HADITH MADARSA TO SOOMRA COLONY DIPLO

- |    |   |        |                |
|----|---|--------|----------------|
| 1  | Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand).   |        |                |
|    | 2186.0 Cft @ Rs. 3176/25<br>(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only  | P% Cft | Rs. 6,943/=    |
| 2  | Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)  |        |                |
|    | 467.0 Cft @ Rs. 11288/75<br>(Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only   | P% Cft | Rs. 52,718/=   |
| 3  | Pacca brick work in foundation and plinth in cement sand mortar (1:6).  |        |                |
|    | 1192.0 Cft @ Rs. 11948/36<br>(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only  | P% Cft | Rs. 1,42,424/= |
| 4  | Constructing of standard open drain connote 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 cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing.   |        |                |
|    | 300.0 Rft @ Rs. 174/-<br>(Rupees One Hundred Seventy Four) only   | P/Rft  | Rs. 52,200/=   |
| 5. | Cement plaster (1:6) up to 12' height ½" thick.   |        |                |
|    | 2043.0 Sft @ Rs. 2283/93<br>(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only  | P% Sft | Rs. 46,661/=   |
| 6. | Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge. |        |                |
|    | 120.40 Cft @ Rs. 337/-<br>(Rupees Three Hundred Thirty Seven) only  | P.Cft  | Rs. 40,575/=   |
| 7. | Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).  |        |                |
|    | 4.837 Cwt @ Rs. 5001/70<br>(Rupees Five Thousand One & Seventy Paisa) only  | P.Cwt  | Rs. 24,195/=   |

**Total Rs.4,31,609/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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- (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 Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN (B)  
TYPE @ VARIOUS STREET PEENJARA MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN (B) TYPE @ VARIOUS STREET PEENJARA MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 6,00,000/=
- (e) Amount of Bid Security : 18,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 66,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF C.C DRAIN (B) TYPE @ VARIOUS STREET PEENJARA MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 6,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 18,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 66,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE - B

### CONSTRUCTION OF C.C DRAIN (B) TYPE @ VARIOUS STREET PEENJARA MUHALLA DIPLO TOWN

1	Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand).			
	2186.0 Cft @ Rs. 3176/25 (Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only	P%o Cft		Rs. 6,943/=
2	Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)			
	467.0 Cft @ Rs. 11288/75 (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only	P% Cft		Rs. 52,718/=
3	Pacca brick work in foundation and plinth in cement sand mortar (1:6).			
	1192.0 Cft @ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft		Rs. 1,42,424/=
4	Constructing of standard open drain connote 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 cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing.			
	300.0 Rft @ Rs. 174/- (Rupees One Hundred Seventy Four) only	P/Rft		Rs. 52,200/=
5.	Cement plaster (1:6) up to 12' height ½" thick.			
	2043.0 Sft @ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft		Rs. 46,661/=
6.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.			
	120.40 Cft @ Rs. 337/- (Rupees Three Hundred Thirty Seven) only	P.Cft		Rs. 40,575/=
7.	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).			
	4.837 Cwt @ Rs. 5001/70 (Rupees Five Thousand One & Seventy Paisa) only	P.Cwt		Rs. 24,195/=
		<b>Total</b>		<b>Rs. 4,31,609/-</b>

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @ AKBER KHATTI  
AND MUHAMMAD KHATTI MUHALLA EAST SIDE DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @ AKBER KHATTI AND MUHAMMAD KHATTI MUHALLA EAST SIDE DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 5,00,000/=
- (e) Amount of Bid Security : 15,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 55,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @ AKBER KHATTI AND MUHAMMAD KHATTI MUHALLA EAST SIDE DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 5,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 15,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 55,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE "B"

### CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @ AKBER KHATTI AND MUHAMMAD KHATTI MUHALLA EAST SIDE DIPLO TOWN

1. Dismantling of brick work in cement mortar.  

38.0 Cft	@ Rs. 1285/63 (Rupees One Thousand Two Hundred Eighty Five & Sixty Three Paisa) only	P% Cft	Rs. 489/=
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2. Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand).  

949.0 Cft	@ Rs. 2722/50 (Rupees Two Thousand Seven Hundred Twenty Two & Fifty Paisa) only	P%0 Cft	Rs. 2,584/=
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3. Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)  

820.0 Cft	@ Rs. 11288/75 (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only	P% Cft	Rs. 92,568/=
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(1:2:4)

438.0 Cft	@ Rs. 14429/25 (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only	P% Cft	Rs. 63,200/=
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4. Pacca brick work in foundation and plinth in cement sand mortar (1:6).  

573.0 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft	Rs. 68,464/=
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5. Constructing of standard open drain connote 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 cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing.  

400.0 Rft	@ Rs. 94/- (Rupees Ninety Four) only	P/Rft	Rs. 37,600/=
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6. Cement plaster (1:4) up to 12' height ½" thick.  

1100.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft	Rs. 25,123/=
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7. Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.  

48.40 Cft	@ Rs. 337/- (Rupees Three Hundred Thirty Seven) only	P.Cft	Rs. 16,311/=
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8. Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).

1.944 Cwt @ Rs. 5001/70 P.Cwt  
(Rupees Five Thousand One & Seventy Paisa) only

Rs. 9,723/=

**Total Rs. 3,16,062/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ AMEENA  
LANGHO AND ABDUL GHANI CHHACHI LANGHA COLONY DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ AMEENA LANGHO AND ABDUL GHANI CHHACHI LANGHA COLONY DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,00,000/=
- (e) Amount of Bid Security : 12,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 44,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work:  
**REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ AMEENA  
LANGHO AND ABDUL GHANI CHHACHI LANGHA COLONY DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 12,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 44,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ AMEENA LANGHO AND ABDUL GHANI CHHACHI LANGHA COLONY DIPLO TOWN**

- 1 Barrow pit excavation undressed lead up to 100 ft ordinary soil. (G.S.I No: 3 P-1)
- $$1 \times 370 \times \frac{6+8}{2} \times 0.75 = 1942.50$$
- Say 1943.0 Cft @ Rs. 2117/50 P% Cft Rs. 4,114/=
- 2 Earth work compaction (Soft, ordinary or hard soil)  
(b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. (G.S.I No: 3 (b) P-3)
- Qty: Same as item No: 1 i.e 1943.0 Cft
- 1943.0 Cft @ Rs. 354/- P% Cft Rs. 688/=
- 3 Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard). (G.S.I No: 8 (a) P-2)
- Qty: Same as item No: 1 i.e 1943.0 Cft
- Total lead 2000 ft  
(-) 100 ft  
1900/50 = 38 lead  
38 x 100/78 = 3829/64
- 1943.0 Cft @ Rs. 3829/64 P% Cft Rs. 7,441/=
4. Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) (G.S.I No: 5 P-15)
- 1:4:8  $1 \times 375 \times \frac{6+8}{2} \times 0.33 = 866.25$  Cft
- 866.25 Cft @ Rs. 11288/75 P% Cft Rs. 97,761/=
- 1:2:4  $1 \times 375 \times \frac{6+8}{2} \times 0.33 = 866.25$  Cft
- 866.25 Cft @ Rs. 14429/25 P% Cft Rs. 1,24,957/=
5. Erection and removal of centering for R.C.C or plain cement concrete works of Partial wood. (G.S.I No: 19 (b) P-17)
- $40 \times \frac{6+8}{2} \times 0.33 = 92.40$  Sft
- 92.40 Sft @ Rs. 3588/48 P% Sft Rs. 3,316/=
- Total Rs. 2,38,277/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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



accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**CONSTRUCTION OF C.C ROAD I/C C.C DRAIN (B) TYPE @ VARIOUS  
STREET OF DHARANI & KHATTI MUHALLA TO BADIN BUS STOP  
DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD I/C C.C DRAIN (B) TYPE @ VARIOUS STREET OF DHARANI & KHATTI MUHALLA TO BADIN BUS STOP DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 10,00,000/=
- (e) Amount of Bid Security : 30,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 1,10,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD I/C C.C DRAIN (B) TYPE @ VARIOUS STREET OF DHARANI & KHATTI MUHALLA TO BADIN BUS STOP DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                 |
|----|---|-----------------|
| a. | General Description:                              | As Above        |
| b. | Estimated Cost:                                   | Rs. 10,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 30,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 1,10,000/=  |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>   |
| f. | Time allowed for completion of the work is:       | 3-Months        |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

## **SCHEDULE "B"**

### **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD I/C C.C DRAIN (B) TYPE @ VARIOUS STREET OF DHARANI & KHATTI MUHALLA TO BADIN BUS STOP DIPLO TOWN**

- |    |   |              |                      |
|----|---|--------------|----------------------|
| 1. | Dismantling of brick work in cement mortar.<br>38.0 Cft @ Rs. 1285/63<br>(Rupees One Thousand Two Hundred Eighty Five<br>& Sixty Three Paisa) only  | P% Cft       | Rs. 489/=            |
| 2. | Excavation in foundation of Building bridges and other structures i/c<br>dag belling, dressing, refilling, around structure with excavated earth<br>watering and ramming lead up to 5 ft. (in sand, ashes or loose sand).<br>2063.0 Cft @ Rs. 2722/50<br>(Rupees Two Thousand Seven Hundred Twenty Two<br>& Fifty Paisa) only   | P%0 Cft      | Rs. 5,616/=          |
| 3. | Cement concrete plain i/c placing, compacting, finishing and curing<br>complete (i/c screening and washing at stone aggregate without<br>shuttering) Ratio (1:4:8)<br>924.0 Cft @ Rs. 14429/25<br>(Rupees Fourteen Thousand Four Hundred Twenty Nine<br>& Twenty Five Paisa) only   | P% Cft       | Rs.1,33,326/=        |
| 4. | Pacca brick work in foundation and plinth in cement sand mortar (1:6).<br>573.0 Cft @ Rs. 11948/36<br>(Rupees Eleven Thousand Nine Hundred Forty Eight<br>& Thirty Six Paisa) only  | P% Cft       | Rs.1,45,650/=        |
| 5. | Constructing of standard open drain connote block of cement concrete<br>(1:2:4) in situ to the design profile i/c cost of mould as per drawing i/c<br>applying floating cost of cement 1/32" thick to the exposed face finished<br>smooth curing etc complete as per detailed drawing.<br>500.0 Rft @ Rs. 174/-<br>(Rupees One Hundred Seventy Four) only   | P/Rft        | Rs. 87,500/=         |
| 6. | Cement plaster (1:4) up to 12' height ½" thick.<br>1875.0 Sft @ Rs. 2283/93<br>(Rupees Two Thousand Two Hundred Eighty Three<br>& Ninety Three Paisa) only  | P% Sft       | Rs. 42,824/=         |
| 7. | Reinforced cement concrete work including all labour and material<br>except the cost of steel reinforcement and its labour for bending and<br>binding, which will be paid separately. This rate also includes all kinds<br>of forms moulds lifting shuttering curing rendering and finishing the<br>exposed surface (including screening and washing of shingle) (a) RCC<br>work in roof slab, beams columns, rafts, lintels and other structural<br>members laid in situ or precast laid in position complete in all respects<br>Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.<br>79.20 Cft @ Rs. 337/-<br>(Rupees Three Hundred Thirty Seven) only | P.Cft        | Rs. 26,690/=         |
| 8. | Fabrication of mild steel reinforcement for cement concrete including<br>cutting bending laying in position, making joints & fastenings including<br>cost of binding wire (also includes removal of rust from bars)<br>3.182 Cwt @ Rs. 5001/70<br>(Rupees Five Thousand One & Seventy Paisa) only   | P.Cwt        | Rs. 15,915/=         |
|    |   | <b>Total</b> | <b>Rs.6,04,651/-</b> |

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @  
VARIOUS STREET GOHEL PARO TO RAMZAN KALLAR PARO DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @ VARIOUS STREET GOHEL PARO TO RAMZAN KALLAR PARO DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 5,00,000/=
- (e) Amount of Bid Security : 15,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 55,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **DETAIL WORKING ESTIMATE FOR CONSTRUCTION OF C.C ROAD I/C C.C DRAIN @ VARIOUS STREET GOHEL PARO TO RAMZAN KALLAR PARO DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 5,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 15,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 55,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS TALO  
MEGHWAR PARO DIPLO TOWN**

1.	Dismantling of brick work in cement mortar. 38.0 Cft @ Rs. 1285/63 P% Cft (Rupees One Thousand Two Hundred Eighty Five & Sixty Three Paisa) only		Rs. 489/=
2.	Excavation in foundation of Building bridges and other structures i/c dag belling, dressing, refilling, around structure with excavated earth watering and ramming lead up to 5 ft. (in sand, ashes or loose sand). 949.0 Cft @ Rs. 2722/50 P% Cft (Rupees Two Thousand Seven Hundred Twenty Two & Fifty Paisa) only		Rs. 2,584/=
3.	Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8) 820.0 Cft @ Rs. 11288/75 P% Cft (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only		Rs. 92,568/=
	(1:2:4) 438.0 Cft @ Rs. 14429/25 P% Cft (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only		Rs. 63,200/=
4.	Pacca brick work in foundation and plinth in cement sand mortar (1:6). 573.0 Cft @ Rs. 11948/36 P% Cft (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only		Rs. 68,464/=
5.	Constructing of standard open drain connote 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 cost of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing. 400.0 Rft @ Rs. 94/- P/Rft (Rupees Ninety Four) only		Rs. 37,600/=
6.	Cement plaster (1:4) up to 12' height ½" thick. 1100.0 Sft @ Rs. 2283/93 P% Sft (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only		Rs. 25,123/=
7.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge. 48.40 Cft @ Rs. 337/- P.Cft (Rupees Three Hundred Thirty Seven) only		Rs. 16,311/=
8.	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars). 1.944 Cwt @ Rs. 5001/70 P.Cwt (Rupees Five Thousand One & Seventy Paisa) only		Rs. 9,723/=
			Total Rs. 3,16,062/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
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  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

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

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR C.C ROAD @ ALLAH WALA CHOWK TO  
NAUKOT BUS STOP DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR C.C ROAD @ ALLAH WALA CHOWK TO NAUKOT BUS STOP DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 6,00,000/=
- (e) Amount of Bid Security : 1,800/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 66,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S\_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No.\_\_\_\_\_ Dated:\_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **DETAILED WORKING ESTIMATE FOR C.C ROAD @ ALLAH WALA CHOWK TO NAUKOT BUS STOP DIPLO TOWN.**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 6,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 1,800/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 66,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE - B

### DETAILED WORKING ESTIMATE FOR C.C ROAD @ ALLAH WALA CHOWK TO NAUKOT BUS STOP DIPLO TOWN

1	Barrow pit excavation undressed lead up to 100 ft ordinary soil. 2188.0 Cft @ Rs. 2117/50 P% Cft Rs. 4,633/= (Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only	
2	Earth work compaction (Soft, ordinary or hard soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. 2188.0 Cft @ Rs. 354/- P% Cft Rs. 775/= (Rupees Three Hundred Fifty Four) only	
3	Extra for every 50 ft additional lead or part thereof. (a) For earth work (Soft, ordinary, hard and very hard). 2188.0 Cft @ Rs. 3829/64 P% Cft Rs. 8,379/= (Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only	
4	Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil. 625.0 Cft @ Rs. 3176/25 P% Cft Rs. 1,985/= (Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only	
5	Cement concrete brick or stone ballast 1" to 2" gauge. 1456.0 Cft @ Rs. 9416/28 P% Cft Rs. 1,37,101/= (Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only	
6	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) 825.0 Cft @ Rs. 14429/25 P% Cft Rs. 1,19,041/= (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only	
7	Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood. 82.50 Sft @ Rs. 3588/48 P% Sft Rs. 2,960/= (Rupees Three Thousand Five Hundred Eighty Eight & Forty Eight Paisa) only	
8	Pacca brick work in foundation and plinth in cement sand mortar (1:6). 563.0 Cft @ Rs. 11948/36 P% Cft Rs. 67,269/= (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	
9	Cement plaster (1:4) upto 12' height ½" thick. 750.0 Sft @ Rs. 2283/93 P% Sft Rs. 17,129/= (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	
	<b>Total</b>	<b>Rs. 3,59,272/=</b>

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.



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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
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- (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.
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- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
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- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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**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 Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

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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 Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

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**(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.
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**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE  
BAPRARIO MEGHWAR MUHALLA**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE BAPRARIO MEGHWAR MUHALLA**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 1,90,000/=
- (e) Amount of Bid Security : 5,700/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 20,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **CONSTRUCTION OF WELL @ VILLAGE BAPRARIO MEGHWAR MUHALLA**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 1,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 5,700/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 20,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of

**CONTRACTOR**

**SCHEDULE - B**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ VILLAGE  
BAPRARIO MEGHWAR MUHALLA**

1. Excavation of well in dry up to 20ft below ground level and disposal of soil within one chain. (G.S.I No. 1 (ii) Page 85) in ordinary soil.
- (i) From 5 ft to 10 ft  
118.73 Cft @ Rs. 2347/40 P<sup>00</sup> Cft Rs. 279/=  
(Rupees Two Thousand Three Hundred Forty Seven & Forty Paisa) only
2. Dry sinking of well including loading and removing excavated material (a) in ordinary soil. (G.S.I.No.2 (ii) P-85)
- (i) From 10 ft to 15 ft  
118.73 Cft @ Rs. 12100/- P<sup>00</sup> Cft Rs. 1437/=  
(Rupees Twelve Thousand One Hundred) only
- (ii) From 15 ft to 20 ft  
118.73 Cft @ Rs.15125/- P<sup>00</sup> Cft Rs. 1796/=  
(Rupees Fifteen Thousand One Hundred Twenty Five) only
- (iii) From 20 ft to 25 ft  
118.73 Cft @ Rs.18150/- P<sup>00</sup> Cft Rs. 2155/=  
(Rupees Eighteen Thousand One Hundred Fifty) only
- (iv) From 25 ft to 30 ft  
118.73 Cft @ Rs.21175/- P<sup>00</sup> Cft Rs. 2514/=  
(Rupees Twenty One Thousand One Hundred Seventy Five) only
- (v) From 30 ft to 35 ft  
118.73 Cft @ Rs.24200/- P<sup>00</sup> Cft Rs. 2873/=  
(Rupees Twenty Four Thousand Two Hundred) only
- (vi) From 35 ft to 40 ft  
118.73 Cft @ Rs.27225/- P<sup>00</sup> Cft Rs. 3232/=  
(Rupees Twenty Seven Thousand Two Hundred Twenty Five) only
- (vii) From 40 ft to 45 ft  
118.73 Cft @ Rs.30250/- P<sup>00</sup> Cft Rs. 3592/=  
(Rupees Thirty Thousand Two Hundred Fifty) only
- (viii) From 45 ft to 50 ft  
118.73 Cft @ Rs.33275/- P<sup>00</sup> Cft Rs. 3951/=  
(Rupees Thirty Three Thousand Two Hundred Seventy Five) only
3. Wet sinking of wells for depth below spring level by means of levers i/c all charges for sharing loading and removing excavated material within (a) ordinary soil.(G.S.I No: P- )
- 23.74 Cft @ Rs.181954/89 P<sup>00</sup> Cft Rs. 4320/=  
(Rupees One Lac Eighty One Thousand Nine Hundred Fifty Four & Eighty Nine Paisa) only



4.	Pacca Bricks works other than building i/c striking of joints upto 20ft height in Cement sand mortar (1:6) (G.S.I No. 7 (e) P-21) <i>Thallah</i>		
	652.0 Cft	@ Rs.12346/65 (Rupees Twelve Thousand Three Hundred Forty Six & Sixty Five Paisa) only	P% Cft Rs. 80,500/=
5.	Extra for Pacca brick in staining of wells or any other circular masonry. (G.S.I #.10 P-22)		
	548.12 Cft	@ Rs.1131/63 (Rupees One Thousand One Hundred Thirty One & Sixty Three Paisa) only	P% Cft Rs. 6,203/=
6.	Supplying/ fixing in position Kaker wood well curb. (G.S.I No. 5 P-95)		
	11.18 Cft	@ Rs. 2435/15 (Rupees Two Thousand Four Hundred Thirty Five & Fifteen Paisa) only	P/ Cft Rs. 27,225/=
7.	Supplying/ fixing M.S girder size 8" x 4" (Sch: of Mat: Item No. 122 P-6)		
	2.142 Cwt	@ Rs. 3850/- (Rupees Three Thousand Eight Hundred Fifty) only	P.Cwt <u>Rs. 8,247/=</u>
			Total Rs.1,48,324/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ KHOKHAR  
MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ KHOKHAR MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 1,90,000/=
- (e) Amount of Bid Security : 5,700/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 20,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **CONSTRUCTION OF WELL @ KHOKHAR MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 1,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 5,700/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 20,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ KHOKHAR  
MUHALLA DIPLO TOWN**

1. Excavation of well in dry up to 20ft below ground level and disposal of soil within one chain. (G.S.I No. 1 (ii) Page 85) in ordinary soil.
- (i) From 5 ft to 10 ft  
118.73 Cft @ Rs. 2347/40 P<sup>00</sup> Cft Rs. 279/=  
(Rupees Two Thousand Three Hundred Forty Seven & Forty Paisa) only
2. Dry sinking of well including loading and removing excavated material (a) in ordinary soil. (G.S.I.No.2 (ii) P-85)
- (i) From 10 ft to 15 ft  
118.73 Cft @ Rs. 12100/- P<sup>00</sup> Cft Rs. 1437/=  
(Rupees Twelve Thousand One Hundred) only
- (ii) From 15 ft to 20 ft  
118.73 Cft @ Rs.15125/- P<sup>00</sup> Cft Rs. 1796/=  
(Rupees Fifteen Thousand One Hundred Twenty Five) only
- (iii) From 20 ft to 25 ft  
118.73 Cft @ Rs.18150/- P<sup>00</sup> Cft Rs. 2155/=  
(Rupees Eighteen Thousand One Hundred Fifty) only
- (iv) From 25 ft to 30 ft  
118.73 Cft @ Rs.21175/- P<sup>00</sup> Cft Rs. 2514/=  
(Rupees Twenty One Thousand One Hundred Seventy Five) only
- (v) From 30 ft to 35 ft  
118.73 Cft @ Rs.24200/- P<sup>00</sup> Cft Rs. 2873/=  
(Rupees Twenty Four Thousand Two Hundred) only
- (vi) From 35 ft to 40 ft  
118.73 Cft @ Rs.27225/- P<sup>00</sup> Cft Rs. 3232/=  
(Rupees Twenty Seven Thousand Two Hundred Twenty Five) only
- (vii) From 40 ft to 45 ft  
118.73 Cft @ Rs.30250/- P<sup>00</sup> Cft Rs. 3592/=  
(Rupees Thirty Thousand Two Hundred Fifty) only
- (viii) From 45 ft to 50 ft  
118.73 Cft @ Rs.33275/- P<sup>00</sup> Cft Rs. 3951/=  
(Rupees Thirty Three Thousand Two Hundred Seventy Five) only
3. Wet sinking of wells for depth below spring level by means of levers i/c all charges for sharing loading and removing excavated material within (a) ordinary soil.(G.S.I No: P- )
- 23.74 Cft @ Rs.181954/89 P<sup>00</sup> Cft Rs. 4320/=  
(Rupees One Lac Eighty One Thousand Nine Hundred Fifty Four & Eighty Nine Paisa) only

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	652.0 Cft @ Rs.12346/65 (Rupees Twelve Thousand Three Hundred Forty Six & Sixty Five Paisa) only	P% Cft	Rs. 80,500/=
5.	Extra for Pacca brick in staining of wells or any other circular masonry. (G.S.I #.10 P-22)		
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6.	Supplying/ fixing in position Kaker wood well curb. (G.S.I No. 5 P-95)		
	11.18 Cft @ Rs. 2435/15 (Rupees Two Thousand Four Hundred Thirty Five & Fifteen Paisa) only	P/ Cft	Rs. 27,225/=
7.	Supplying/ fixing M.S girder size 8" x 4" (Sch: of Mat: Item No. 122 P-6)		
	2.142 Cwt @ Rs. 3850/- (Rupees Three Thousand Eight Hundred Fifty) only	P.Cwt	<u>Rs. 8,247/=</u>
		Total	Rs.1,48,324/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant Executive Engineer/Procuring Agency, the Contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.



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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF  
WELL @ NARHORO MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ NARHORO MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 1,90,000/=
- (e) Amount of Bid Security : 5,700/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 20,900/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ NARHORO MUHALLA DIPLO TOWN**

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

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 1,90,000/= |
| c. | Earnest Money @ 3%                                | Rs. 5,700/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 20,900/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF WELL @ NARHORO  
MUHALLA DIPLO TOWN**

1. Excavation of well in dry up to 20ft below ground level and disposal of soil within one chain. (G.S.I No. 1 (ii) Page 85) in ordinary soil.
- (i) From 5 ft to 10 ft  
118.73 Cft @ Rs. 2347/40 P<sup>00</sup> Cft Rs. 279/=  
(Rupees Two Thousand Three Hundred Forty Seven & Forty Paisa) only
2. Dry sinking of well including loading and removing excavated material (a) in ordinary soil. (G.S.I.No.2 (ii) P-85)
- (i) From 10 ft to 15 ft  
118.73 Cft @ Rs. 12100/- P<sup>00</sup> Cft Rs. 1437/=  
(Rupees Twelve Thousand One Hundred) only
- (ii) From 15 ft to 20 ft  
118.73 Cft @ Rs.15125/- P<sup>00</sup> Cft Rs. 1796/=  
(Rupees Fifteen Thousand One Hundred Twenty Five) only
- (iii) From 20 ft to 25 ft  
118.73 Cft @ Rs.18150/- P<sup>00</sup> Cft Rs. 2155/=  
(Rupees Eighteen Thousand One Hundred Fifty) only
- (iv) From 25 ft to 30 ft  
118.73 Cft @ Rs.21175/- P<sup>00</sup> Cft Rs. 2514/=  
(Rupees Twenty One Thousand One Hundred Seventy Five) only
- (v) From 30 ft to 35 ft  
118.73 Cft @ Rs.24200/- P<sup>00</sup> Cft Rs. 2873/=  
(Rupees Twenty Four Thousand Two Hundred) only
- (vi) From 35 ft to 40 ft  
118.73 Cft @ Rs.27225/- P<sup>00</sup> Cft Rs. 3232/=  
(Rupees Twenty Seven Thousand Two Hundred Twenty Five) only
- (vii) From 40 ft to 45 ft  
118.73 Cft @ Rs.30250/- P<sup>00</sup> Cft Rs. 3592/=  
(Rupees Thirty Thousand Two Hundred Fifty) only
- (viii) From 45 ft to 50 ft  
118.73 Cft @ Rs.33275/- P<sup>00</sup> Cft Rs. 3951/=  
(Rupees Thirty Three Thousand Two Hundred Seventy Five) only
3. Wet sinking of wells for depth below spring level by means of levers i/c all charges for sharing loading and removing excavated material within (a) ordinary soil.(G.S.I No: P- )
- 23.74 Cft @ Rs.181954/89 P<sup>00</sup> Cft Rs. 4320/=  
(Rupees One Lac Eighty One Thousand Nine Hundred Fifty Four & Eighty Nine Paisa) only



4.	Pacca Bricks works other than building i/c striking of joints upto 20ft height in Cement sand mortar (1:6) (G.S.I No. 7 (e) P-21) <i>Thallah</i>			
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5.	Extra for Pacca brick in staining of wells or any other circular masonry. (G.S.I #.10 P-22)			
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7.	Supplying/ fixing M.S girder size 8" x 4" (Sch: of Mat: Item No. 122 P-6)			
	2.142 Cwt @ Rs. 3850/- (Rupees Three Thousand Eight Hundred Fifty) only	P.Cwt		<u>Rs. 8,247/=</u>
		Total		Rs.1,48,324/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

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  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
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  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant Executive Engineer/Procuring Agency, the Contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS.) @ VARIOUS PLACES  
OF UNION COUNCIL BHITTARO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C BHITTARO**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C BHITTARO**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

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

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C BHITTARO**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
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- (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.
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- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

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

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS.) @ VARIOUS PLACES  
OF UNION COUNCIL BOLHARI**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C BOLHARI**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS;) @ VARIOUS PLACES OF U/C BOLHARI**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

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

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C BOLHARI**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS.) @ VARIOUS PLACES  
OF UNION COUNCIL DABHRO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C DABHRO**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C DABHRO**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C DABHRO**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF UNION COUNCIL DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C DIPLO**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C DIPLO**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

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

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C DIPLO**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.



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

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- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
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- (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.
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- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

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**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS.) @ VARIOUS PLACES  
OF UNION COUNCIL JHIRMIRIO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C JHIRMIRIO**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS;) @ VARIOUS PLACES OF U/C JHIRMIRIO**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

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

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C JHIRMIRIO**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

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

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

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

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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

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

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

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

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF UNION COUNCIL KALOI**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

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



## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C KALOI**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C KALOI**

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

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

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

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C KALOI**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

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

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

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

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

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

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the



Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS.) @ VARIOUS PLACES  
OF UNION COUNCIL KHETLARI**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C KHETLARI**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C KHETLARI**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....  
Schedule "B" attached herewith.  
C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_  
of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C KHETLARI**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

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thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

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- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
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**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS.) @ VARIOUS PLACES  
OF UNION COUNCIL SOBHIAR**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES OF U/C SOBHIAR**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : Item quoted rate
- (e) Amount of Bid Security : \_\_\_\_\_
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : \_\_\_\_\_
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **PROVIDING/  
INSTALLING OF DEEP HAND PUMP (10 NOS;) @ VARIOUS PLACES OF U/C SOBHIAR**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- a. General Description: As Above
- b. Estimated Cost: Rs. \_\_\_\_\_
- c. Earnest Money @ 3% Rs. \_\_\_\_\_
- d. Security Deposit i/c Earnest Money @ 10%: Rs. \_\_\_\_\_
- e. Percentage, if any to be deducted from the bills: Rs. 8%
- f. Time allowed for completion of the work is: 3-Months

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....  
Schedule "B" attached herewith.  
C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_  
of \_\_\_\_\_

**CONTRACTOR**



**SCHEDULE - B**

**PROVIDING/ INSTALLING OF DEEP HAND PUMP (10 NOS:) @ VARIOUS PLACES  
OF U/C SOBHIAR**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01.	Providing & installing of Deep Hand Pump with machine & PVC Riser Pipe 2" dia and casing pipe 4" dia with all accessours etc complete.	10 No:		Each	
				<b>Total</b>	

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING  
ROAD @ VARIOUS STREETS OF JUNEJA MUHALLA EAST SIDE DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS OF JUNEJA MUHALLA EAST SIDE DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,50,000/=
- (e) Amount of Bid Security : 13,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 49,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS OF JUNEJA MUHALLA EAST SIDE DIPLO TOWN.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 13,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 49,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS OF JUNEJA  
MUHALLA EAST SIDE DIPLO TOWN**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.  
825.0 Cft @ Rs. 3176/25 P‰ Cft Rs.2,620/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.  
272.25 Cft @ Rs. 9416/28 P% Cft Rs.25,636/=  
(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).  
866.25 Cft @ Rs. 11948/36 P% Cft Rs.1,03,503/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only
4. Barrow pit excavation undressed lead up to 100 ft ordinary soil.  
3300.0 Cft @ Rs. 2117/50 P‰ Cft Rs.6,988/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.  
3300.0 Cft @ Rs. 187/55 P‰ Cft Rs. 619/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard)  
3300.0 Cft @ Rs. 3829/64 P‰ Cft Rs. 12,638/=  
(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.  
3300.0 Sft @ Rs. 3823/57 P% Sft Rs. 1,26,178/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.  
660.0 Sft @ Rs. 2283/93 P% Sft Rs. 15,074/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 2,93,256/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor



accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING  
ROAD @ VARIOUS STREETS TALO MEGHWAR PARO DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS TALO MEGHWAR PARO DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work:  
**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS TALO  
MEGHWAR PARO DIPLO TOWN**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

## SCHEDULE – B

### DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ VARIOUS STREETS TALO MEGHWAR PARO DIPLO TOWN

- |    |  |  |                     |
|----|--|--|---------------------|
| 1. | Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil. |  |                     |
|    | 575.0 Cft @ Rs. 3176/25 P%o Cft<br>(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only  |  | Rs. 1,826/=         |
| 2. | Cement concrete brick or stone ballast 1½" to 2" gauge.  |  |                     |
|    | 189.75 Cft @ Rs. 9416/28 P% Cft<br>(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only   |  | Rs. 17,867/=        |
| 3. | Pacca brick work in foundation and plinth in cement sand mortar (1:6).   |  |                     |
|    | 603.75 Cft @ Rs. 11948/36 P% Cft<br>(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only  |  | Rs. 72,138/=        |
| 4. | Barrow pit excavation undressed lead up to 100 ft ordinary soil.   |  |                     |
|    | 2300.0 Cft @ Rs. 2117/50 P%o Cft<br>(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only   |  | Rs. 4,870/=         |
| 5. | Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.   |  |                     |
|    | 2300.0 Cft @ Rs. 187/55 P%o Cft<br>(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only   |  | Rs. 431/=           |
| 6. | Extra for every 50 ft additional lead or part thereof.<br>(a) For earth work (Soft, ordinary, hard and very hard).   |  |                     |
|    | 2300.0 Cft @ Rs. 3829/64 P%o Cft<br>(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only  |  | Rs. 8,808/=         |
| 7. | Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.  |  |                     |
|    | 2300.0 Sft @ Rs. 3823/57 P% Sft<br>(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only   |  | Rs. 87,942/=        |
| 8. | Cement plaster (1:4) upto 12' height ½" thick.   |  |                     |
|    | 460.0 Sft @ Rs. 2283/93 P% Sft<br>(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only   |  | <u>Rs. 10,506/=</u> |

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
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  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING  
ROAD @ HAMEED PARK TO A.D.O.E OFFICE DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ HAMEED PARK TO A.D.O.E OFFICE DIPLO**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ HAMEED PARK TO A.D.O.E OFFICE DIPLO.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ HAMEED PARK TO  
A.D.O.E OFFICE DIPLO**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six  
& Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.
- 189.75 Cft @ Rs. 9416/28 P% Cft Rs. 17,867/=  
(Rupees Nine Thousand Four Hundred Sixteen  
& Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 603.75 Cft @ Rs. 11948/36 P% Cft Rs. 72,138/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
- Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 2300.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 4,870/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 2300.0 Cft @ Rs. 187/55 P%0 Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 2300.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 8,808/=  
(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three  
& Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
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**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
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- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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**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 Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

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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 Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

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**(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.
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**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING ROAD  
@ INAYATULLAH PARHO HOUSE TO PARHA MASJID DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ INAYATULLAH PARHO HOUSE TO PARHA MASJID DIPLO TOWN**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ INAYATULLAH PARHO HOUSE TO PARHA MASJID DIPLO TOWN.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ INAYATULLAH PARHO HOUSE  
TO PARHA MASJID DIPLO TOWN**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.
- 189.75 Cft @ Rs. 9416/28 P% Cft Rs. 17,867/=  
(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 603.75 Cft @ Rs. 11948/36 P% Cft Rs. 72,138/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only
- Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 2300.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 4,870/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 2300.0 Cft @ Rs. 187/55 P%0 Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 2300.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 8,808/=  
(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.



- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING  
ROAD @ MAIN ROAD MITHI TO FOOD GODAM DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ MAIN ROAD MITHI TO FOOD GODAM DIPLO**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ MAIN ROAD MITHI TO FOOD GODAM DIPLO**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....  
Schedule "B" attached herewith.  
C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_  
Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ MAIN ROAD MITHI TO  
FOOD GODAM DIPLO**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
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(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
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(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only
- Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 2300.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 4,870/=  
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5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 2300.0 Cft @ Rs. 187/55 P%0 Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
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(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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- (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.
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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.

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- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
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- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING ROAD  
@ MAIN ROAD MITHI TO GOVERNMENT DEGREE COLLEGE DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**



## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ MAIN ROAD MITHI TO GOVERNMENT DEGREE COLLEGE DIPLO**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ MAIN ROAD MITHI TO GOVERNMENT DEGREE COLLEGE DIPLO**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....  
Schedule "B" attached herewith.  
C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_  
Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ MAIN ROAD MITHI TO  
GOVERNMENT DEGREE COLLEGE DIPLO**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six & Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.
- 189.75 Cft @ Rs. 9416/28 P% Cft Rs. 17,867/=  
(Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 603.75 Cft @ Rs. 11948/36 P% Cft Rs. 72,138/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only
- Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 2300.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 4,870/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 2300.0 Cft @ Rs. 187/55 P%0 Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 2300.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 8,808/=  
(Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three & Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant Executive Engineer/Procuring Agency, the Contractor shall have: -
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

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Procuring Agency/Engineer may invite fresh bids for remaining work.

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accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the



Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAIL WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF BRICK PAVING ROAD  
@ THARDEEP OFFICE TO DR. JAN MUHAMMAD CLINIC DIPLO**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ THARDEEP OFFICE TO DR. JAN MUHAMMAD CLINIC DIPLO**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ THARDEEP OFFICE TO DR. JAN MUHAMMAD CLINIC DIPLO.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF BRICK PAVING ROAD @ THARDEEP OFFICE TO DR. JAN  
MUHAMMAD CLINIC DIPLO**

1. Earth work Excavation in foundation of Building Bridges and other structures i/c dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft. (b) In ordinary soil.
- 575.0 Cft @ Rs. 3176/25 P%o Cft Rs. 1,826/=  
(Rupees Three Thousand One Hundred Seventy Six  
& Twenty Five Paisa) only
2. Cement concrete brick or stone ballast 1½" to 2" gauge.
- 189.75 Cft @ Rs. 9416/28 P% Cft Rs. 17,867/=  
(Rupees Nine Thousand Four Hundred Sixteen  
& Twenty Eight Paisa) only
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6).
- 603.75 Cft @ Rs. 11948/36 P% Cft Rs. 72,138/=  
(Rupees Eleven Thousand Nine Hundred Forty Eight  
& Thirty Six Paisa) only
- Barrow pit excavation undressed lead up to 100 ft ordinary soil.
- 2300.0 Cft @ Rs. 2117/50 P%0 Cft Rs. 4,870/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
5. Dressing and leveling of each work to designed section, etc complete. (b) Ordinary soil.
- 2300.0 Cft @ Rs. 187/55 P%0 Cft Rs. 431/=  
(Rupees One Hundred Eighty Seven & Fifty Five Paisa) only
6. Extra for every 50 ft additional lead or part therof.  
(a) For earth work (Soft, ordinary, hard and very hard).
- 2300.0 Cft @ Rs. 3829/64 P%0 Cft Rs. 8,808/=  
(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paisa) only
7. Dry brick on edge paving sand grouted i/c preparation of bed by watering removing and bringing the same to proper camber by ½" thick mud plaster.
- 2300.0 Sft @ Rs. 3823/57 P% Sft Rs. 87,942/=  
(Rupees Three Thousand Eight Hundred Twenty Three  
& Fifty Seven Paisa) only
8. Cement plaster (1:4) upto 12' height ½" thick.
- 460.0 Sft @ Rs. 2283/93 P% Sft Rs. 10,506/=  
(Rupees Two Thousand Two Hundred Eighty Three  
& Ninety Three Paisa) only

**Total Rs. 2,04,388/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect



thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD  
I/C C.C DRAIN @ SHABIR BAJEER MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ SHABIR BAJEER MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,50,000/=
- (e) Amount of Bid Security : 13,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 49,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 2:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 2:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_  
& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ SHABIR BAJEER MUHALLA DIPLO TOWN.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 13,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 49,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. <b>8%</b>  |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....  
Schedule "B" attached herewith.  
C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_  
Of \_\_\_\_\_

**CONTRACTOR**



**SCHEDULE "B"**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD  
I/C C.C DRAIN @ SHABIR BAJEER MUHALLA DIPLO TOWN**

1	Dismantling of brick work in cement mortar.			
	38.0 Cft	@ Rs. 1285/63 (Rupees One Thousand Two Hundred Eighty Five & Sixty Three Paisa) only	P% Cft	Rs. 489/=
2	Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)			
	693.0 Cft	@ Rs. 11288/75 (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only	P% Cft	Rs. 78,231/=
	(1:2:4)			
	525.0 Cft	@ Rs. 14429/25 (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only	P% Cft	Rs. 75,753/=
3	Pacca brick work in foundation and plinth in cement sand mortar (1:6).			
	619.0 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft	Rs. 73,960/=
4	Cement plaster (1:4) upto 12' height ½" thick.			
	1425.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft	Rs. 32,546/=
5	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.			
	16.50 Cft	@ Rs. 337/- (Rupees Three Hundred Thirty Seven) only	P.Cft	Rs. 5,561/=
6	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).			
	0.662 Cwt	@ Rs. 5001/70 (Rupees Five Thousand One & Seventy Paisa) only	P.Cwt	Rs. 3,311/=

**Total Rs.2,69,851/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-Contractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such sub-Contractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/ IMPROVEMENT OF C.C DRAIN (C) TYPE @  
VARIOUS STREETS OF DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/ IMPROVEMENT OF C.C DRAIN (C) TYPE @ VARIOUS STREETS OF DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 8,00,000/=
- (e) Amount of Bid Security : 24,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 88,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **REPAIR/  
IMPROVEMENT OF C.C DRAIN (C) TYPE @ VARIOUS STREETS OF DIPLO TOWN**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 8,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 24,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 88,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**  
**REPAIR/ IMPROVEMENT OF C.C DRAIN (C) TYPE @ VARIOUS STREETS OF**  
**DIPLO TOWN**

1	Barrow pit excavation undressed lead up to 100 ft (a) ordinary soil. 2625.0 Cft	@ Rs. 2117/50 (Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only	P%0 Cft	Rs. 5,558/=
2	Earth work compaction (Soft, ordinary or hard soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. 2625.0 Cft	@ Rs. 354/- (Rupees Three Hundred Fifty Four) only	P% Cft	Rs. 929/=
3	Extra for every 50 ft additional lead or part thereof. (a) For earth work (Soft, ordinary, hard and very hard). 2625.0 Cft	@ Rs. 3829/64 (Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paisa) only	P%0 Cft	Rs. 10,053/=
4.	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) 990.0 Cft	@ Rs. 11288/75 (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only	P% Cft	Rs. 1,11,759/=
	<u>1:2:4</u> 990.0 Cft	@ Rs. 14429/25 (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only	P% Cft	Rs. 1,42,850/=
5.	Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood. 99.0 Sft	@ Rs. 3588/48 Rupees Three Thousand Five Hundred Eighty Eight & Forty Eight Paisa) only	P% Sft	Rs. 3,553/=
6	Pacca brick work in foundation and plinth in cement sand mortar (1:6). 1050.0 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft	Rs. 1,25,458/=
7	Cement plaster (1:4) upto 12' height ½" thick. 1400.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft	Rs. 31,975/=
8.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge. 102.20 Cft	@ Rs. 337/- (Rupees Three Hundred Thirty Seven) only	P.Cft	Rs. 34,441/=
9.	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars). 4.106 Cwt	@ Rs. 5001/70 (Rupees Five Thousand One & Seventy Paisa) only	P.Cwt	Rs. 20,537/=
				Total Rs. 4,87,113/-

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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- (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.
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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.

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- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor



accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD  
I/C C.C DRAIN @ BILAL MUREEDANI, LANGHA MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ BILAL MUREEDANI, LANGHA MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
**TOWN COMMITTEE**  
**DIPLO**

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work:  
**REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ BILAL MUREEDANI, LANGHA MUHALLA DIPLO TOWN**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ BILAL MUREEDANI, LANGHA MUHALLA DIPLO TOWN**

1.	Dismantling of brick work in cement mortar. (G.S.I No: 13 P-10) $1 \times 50 \times 0.75 \times 1.0 = 37.50 \text{ Cft}$ Say = 38.00 Cft		
	38.0 Cft @ Rs. 1285/63	P% Cft	Rs. 489/=
2.	Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)(G.S.I No: 5 (i) P-15) <u>(1:4:8)</u> Type -A $1 \times 200 \times \frac{6+8}{2} \times 0.33 = 462.00 \text{ Cft}$		
	Say 462.0 Cft @ Rs. 11288/75	P% Cft	Rs. 52154/=
	<u>(1:2:4)</u> $1 \times 200 \times \frac{6+8}{2} \times 0.25 = 350.00 \text{ Cft}$		
	Say 350.00 Cft @ Rs. 14429/25	P% Cft	Rs. 50502/=
3.	Pacca brick work in foundation and plinth in cement sand mortar (1:6). (G.S.I No: 4 P-21) Type -A&B $1 \times 2 \times 300 \times \frac{1.25+1.50}{2} = 825.00 \text{ Cft}$		
	825.00 Cft @ Rs. 11948/36	P% Cft	Rs. 51378/=
4.	Cement plaster (1:4) up to 12' height $\frac{1}{2}$ " thick. (G.S.I No: 11 (b) P-51) Type -A $1 \times 2 \times 300 \times \frac{1.25+1.50}{2} = 825 \text{ Sft}$		
	825.00 Sft @ Rs. 2283/93	P% Sft	Rs. 18842/=
5.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 P-18). $10 \times 4 \times 2.42 \times 0.25 = 24.20 \text{ Cft}$		
	24.20 Cft @ Rs. 337/-	P.Cft	Rs. 8155/=
6.	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars) (G.S.I. No: 7 (ii) P-20).  Qty: Same as item No: 7 i.e 24.20 Cft $\frac{24.20 \times 4.5}{112} = 0.972 \text{ Cwt}$		
	0.972 Cwt @ Rs. 5001/70	P.Cwt	Rs. 4862/=
		<b>Total</b>	<b>Rs. 186382/-</b>

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
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- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/IMPROVEMENT OF C.C DRAIN TYPE- B INCLUDING  
C.C ROAD @ MEGHWAR VALASAI PARO DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : Detailed Working Estimate For Repair/Improvement Of C.C Drain Type- B Including C.C Road @ Meghwar Valasai Paro Diplo Town
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,50,000/=
- (e) Amount of Bid Security : 13,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 49,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate For **Repair/Improvement Of C.C Drain Type- B Including C.C Road @ Meghwar Valasai Paro Diplo Town.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 13,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 49,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/ IMPROVEMENT OF C.C DRAIN TYPE- B INCLUDING C.C ROAD @ MEGHWAR  
VALASAI PARO DIPLO TOWN.**

1	Dismantling of brick work in cement mortar.			
	38.0 Cft	@ Rs. 1285/63 (Rupees One Thousand Two Hundred Eighty Five & Sixty Three Paisa) only	P% Cft	Rs. 489/=
2	Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)			
	693.0 Cft	@ Rs. 11288/75 (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only	P% Cft	Rs. 78,231/=
	<u>(1:2:4)</u>			
	525.0 Cft	@ Rs. 14429/25 (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only	P% Cft	Rs. 75,753/=
3	Pacca brick work in foundation and plinth in cement sand mortar (1:6).			
	619.0 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft	Rs. 73,960/=
4	Cement plaster (1:4) upto 12' height ½" thick.			
	1425.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft	Rs. 32,546/=
5	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.			
	16.50 Cft	@ Rs. 337/- (Rupees Three Hundred Thirty Seven) only	P.Cft	Rs. 5,561/=
6	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).			
	0.662 Cwt	@ Rs. 5001/70 (Rupees Five Thousand One & Seventy Paisa) only	P.Cwt	Rs. 3,311/=
				<b>Total Rs.2, 69,851/-</b>

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



# **TENDER DOCUMENTS**

**REPAIR/ IMPROVEMENT OF C.C DRAIN I/C C.C ROAD @  
TEMPLE LOHANA PARO DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **Repair/ Improvement of C.C Drain I/C C.C Road @ Temple Lohana Paro Diplo Town**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 6,00,000/=
- (e) Amount of Bid Security : 18,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 66,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **Repair/ Improvement of C.C Drain I/C C.C Road @ Temple Lohana Paro Diplo Town.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 6,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 18,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 66,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/ IMPROVEMENT OF C.C DRAIN I/C C.C ROAD @ TEMPLE LOHANA  
PARO DIPLO TOWN**

1	Barrow pit excavation undressed lead up to 100 ft (a) ordinary soil. 2188.0 Cft	@ Rs. 2117/50 (Rupees Two Thousand One Hundred Seventeen & Fifty Paise) only	P%0 Cft	Rs. 4,633/=
2	Earth work compaction (Soft, ordinary or hard soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. 2188.0 Cft	@ Rs. 354/- (Rupees Three Hundred Fifty Four) only	P% Cft	Rs. 775/=
3	Extra for every 50 ft additional lead or part thereof. (a) For earth work (Soft, ordinary, hard and very hard). 2188.0 Cft	@ Rs. 3829/64 (Rupees Three Thousand Eight Hundred Twenty Nine & Sixty Four Paise) only	P%00 Cft	Rs. 8,379/=
4	Cement concrete brick or stone ballast 1" to 2" gauge. 1250.0 Cft	@ Rs. 9416/28 (Rupees Nine Thousand Four Hundred Sixteen & Twenty Eight Paise) only	P% Cft	Rs.1,17,704/=
5.	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) 825.0 Cft	@ Rs. 14429/25 (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paise) only	P% Cft	Rs.1, 19,041/=
6.	Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood. 82.50 Sft	@ Rs. 3588/48 Rupees Three Thousand Five Hundred Eighty Eight & Forty Eight Paise) only	P% Sft	Rs. 2,960/=
7	Pacca brick work in foundation and plinth in cement sand mortar (1:6). 563.0 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paise) only	P% Cft	Rs. 67,269/=
8	Cement plaster (1:4) upto 12' height ½" thick. 750.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paise) only	P% Sft	Rs. 17,129/=
				Total Rs.3,37,890/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.



- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR REPAIR/ IMPROVEMENT OF C.C ROAD @  
ALLAH WARRAYO SARAI TO FAQEER MUHALLA DIPLO TOWN.**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF C.C ROAD @ ALLAH WARRAYO SARAI TO FAQEER MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,50,000/=
- (e) Amount of Bid Security : 10,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 38,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF C.C ROAD @ ALLAH WARRAYO SARAI TO FAQEER MUHALLA DIPLO TOWN.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 10,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 38,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF C.C ROAD @ ALLAH WARRAYO SARAI TO FAQEER  
MUHALLA DIPLO TOWN**

- 1 Barrow pit excavation undressed lead up to 100 ft ordinary soil. (G.S.I No: 3 P-1)
- $$1 \times 325 \times \frac{6 + 8}{2} \times 0.75 = 1706.25$$
- Say 1706.0 Cft @ Rs. 2117/50 P% Cft Rs. 3,612/=
- 2 Earth work compaction (Soft, ordinary or hard soil)  
(b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. (G.S.I No: 3 (b) P-3)
- Qty: Same as item No: 1 i.e 1706.0 Cft
- 1706.0 Cft @ Rs. 354/- P% Cft Rs. 604/=
- 3 Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard). (G.S.I No: 8 (a) P-2)
- Qty: Same as item No: 1 i.e 1706.0 Cft
- Total lead 2000 ft  
(-) 100 ft  
1900/50 = 38 lead  
38 x 100/78 = 3829/64
- 1706.0 Cft @ Rs. 3829/64 P% Cft Rs. 6,533/=
4. Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) (G.S.I No: 5 P-15)
- 1:4:8  $1 \times 325 \times \frac{6 + 8}{2} \times 0.33 = 750.75$  Cft
- Say 751.0 Cft @ Rs. 11288/75 P% Cft Rs. 84,778/=
- 1:2:4  $1 \times 325 \times \frac{6 + 8}{2} \times 0.33 = 750.75$  Cft
- Say 751.0 Cft @ Rs. 14429/25 P% Cft Rs. 1,08,364/=
5. Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood. (G.S.I No: 19 (b) P-17)
- $32 \times \frac{6+8}{2} \times 0.33 = 73.92$  Sft
- Say 74.0 Sft @ Rs. 3127/41 P% Sft Rs. 2,314/=  
Total Rs. 2,06,205/-

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO



## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD @  
AMOLAKH KHOKHAR KUTANI COLONY DIPLO TOWN.**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**



## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD @ AMOLAKH KHOKHAR KUTANI COLONY DIPLO TOWN.**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 2,50,000/=
- (e) Amount of Bid Security : 7,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 27,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD @ AMOLAKH KHOKHAR KUTANI COLONY DIPLO TOWN.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 2,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 7,500/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 27,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD @  
AMOLAKH KHOKHAR KUTANI COLONY DIPLO TOWN.**

- 1 Barrow pit excavation undressed lead up to 100 ft ordinary soil. (G.S.I No: 3 P-1)
- $$1 \times 230 \times \frac{6 + 8}{2} \times 0.75 = 1207.50$$
- Say 1208.0 Cft @ Rs. 2117/50 P% Cft Rs. 2,558/=
- 2 Earth work compaction (Soft, ordinary or hard soil)  
(b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. (G.S.I No: 3 (b) P-3)
- Qty: Same as item No: 1 i.e 1208.0 Cft
- 1208.0 Cft @ Rs. 354/- P% Cft Rs. 428/=
- 3 Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard). (G.S.I No: 8 (a) P-2)
- Qty: Same as item No: 1 i.e 1208.0 Cft
- Total lead 2000 ft  
(-) 100 ft  
1900/50 = 38 lead  
38 x 100/78 = 3829/64
- 1208.0 Cft @ Rs. 3829/64 P% Cft Rs. 4,626/=
4. Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) (G.S.I No: 5 P-15)
- 1:4:8  $1 \times 230 \times \frac{6 + 8}{2} \times 0.33 = 531.30$  Cft
- Say 531.0 Cft @ Rs. 11288/75 P% Cft Rs. 59,943/=
- 1:2:4  $1 \times 230 \times \frac{6 + 8}{2} \times 0.33 = 531.30$  Cft
- Say 531.0 Cft @ Rs. 14429/25 P% Cft Rs. 76,619/=
5. Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood. (G.S.I No: 19 (b) P-17)
- $23 \times \frac{6+8}{2} \times 0.33 = 53.13$  Sft
- Say 53.0 Sft @ Rs. 3127/41 P% Sft Rs. 1,658/=
- Total Rs. 1,45,832/-

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
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- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the



Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD @ FAIZ  
MUHAMMAD LANGHO TO EAST SIDE LANGHA MUHALLA DIPLO TOWN.**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF C.C ROAD @ FAIZ MUHAMMAD LANGHO TO EAST SIDE LANGHA MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address: : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,00,000/=
- (e) Amount of Bid Security : 12,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 44,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee DIPLO on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: Detailed Working Estimate for **REPAIR/IMPROVEMENT OF C.C ROAD @ FAIZ MUHAMMAD LANGHO TO EAST SIDE LANGHA MUHALLA DIPLO TOWN.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 12,000/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 44,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE "B"**

**REPAIR/IMPROVEMENT OF C.C ROAD @ FAIZ MUHAMMAD LANGHO TO EAST SIDE  
LANGHA MUHALLA DIPLO TOWN**

- 1 Barrow pit excavation undressed lead up to 100 ft ordinary soil.  
1943.0 Cft @ Rs. 2117/50 P% Cft Rs. 4,114/=  
(Rupees Two Thousand One Hundred Seventeen & Fifty Paisa) only
- 2 Earth work compaction (Soft, ordinary or hard soil)  
(b) Laying earth in 6" layers leveling dressing and watering for  
compaction etc complete.  
1943.0 Cft @ Rs. 354/- P% Cft Rs. 688/=  
(Rupees Three Hundred Fifty Four) only
- 3 Extra for every 50 ft additional lead or part thereof.  
(a) For earth work (Soft, ordinary, hard and very hard).  
1943.0 Cft @ Rs. 3829/64 P% Cft Rs. 7,441/=  
(Rupees Three Thousand Eight Hundred Twenty Nine  
& Sixty Four Paisa) only
4. Cement concrete plain i/c placing compacting, finishing and curing  
complete (i/c screening and washing at stone aggregate without  
shuttering).  
866.25 Cft @ Rs. 11288/75 P% Cft Rs. 97,761/=  
(Rupees Eleven Thousand Two Hundred Eighty Eight  
& Seventy Five Paisa) only  
866.25 Cft @ Rs. 14429/25 P% Cft Rs. 1,24,957/=  
(Rupees Fourteen Thousand Four Hundred Twenty Nine  
& Twenty Five Paisa) only
5. Erection and removal of centering for R.C.C or plain cement concrete  
works of Partal wood.  
92.40 Sft @ Rs. 3588/48 P% Sft Rs. 3,316/=  
(Rupees Three Thousand Five Hundred Eighty Eight  
& Forty Eight Paisa) only

**Total Rs. 2,38,277/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect



thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ KHALID  
HUSSAIN LANGHO MUHALLA DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ KHALID HUSSAIN LANGHO MUHALLA DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 3,00,000/=
- (e) Amount of Bid Security : 9,000/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 33,000/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work:  
**REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ KHALID HUSSAIN LANGHO  
MUHALLA DIPLO TOWN**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 3,00,000/= |
| c. | Earnest Money @ 3%                                | Rs. 9,000/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 33,000/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**



## SCHEDULE - B

### REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN @ KHALID HUSSAIN LANGHO MUHALLA DIPLO TOWN

1. Dismantling of brick work in cement mortar. (G.S.I No: 13 P-10)  
 $1 \times 50 \times 0.75 \times 1.0 = 37.50 \text{ Cft}$   
Say = 38.00 Cft  
38.0 Cft @ Rs. 1285/63 P% Cft Rs. 489/=
2. Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)(G.S.I No: 5 (i) P-15)  
(1:4:8)  
Type -A  $1 \times 200 \times \frac{6+8}{2} \times 0.33 = 462.00 \text{ Cft}$   
Say 462.0 Cft @ Rs. 11288/75 P% Cft Rs. 52154/= (1:2:4)  
 $1 \times 200 \times \frac{6+8}{2} \times 0.25 = 350.00 \text{ Cft}$   
Say 350.00 Cft @ Rs. 14429/25 P% Cft Rs. 50502/=
3. Pacca brick work in foundation and plinth in cement sand mortar (1:6). (G.S.I No: 4 P-21)  
Type -A&B  $1 \times 2 \times 300 \times \frac{1.25 + 1.50}{2} = 825.00 \text{ Cft}$   
825.00 Cft @ Rs. 11948/36 P% Cft Rs. 51378/=
4. Cement plaster (1:4) up to 12' height ½" thick. (G.S.I No: 11 (b) P-51)  
Type -A  $1 \times 2 \times 300 \times \frac{1.25+1.50}{2} = 825 \text{ Sft}$   
825.00 Sft @ Rs. 2283/93 P% Sft Rs. 18842/=
5. Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge. (G.S.I.No. 6 P-18).  
 $10 \times 4 \times 2.42 \times 0.25 = 24.20 \text{ Cft}$   
24.20 Cft @ Rs. 337/- P.Cft Rs. 8155/=
6. Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars) (G.S.I. No: 7 (ii) P-20).  
Qty: Same as item No: 7 i.e 24.20 Cft  
 $\frac{24.20 \times 4.5}{112} = 0.972 \text{ Cwt}$   
0.972 Cwt @ Rs. 5001/70 P.Cwt Rs. 4862/=
- Total Rs. 186382/-**

**CONTRACTOR**

**ENGINEER**  
TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C  
DRAIN (B) TYPE @ MUJAHID HOUSE TO ARBAB JAM HOUSE DIPLO TOWN**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**



## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ MUJAHID HOUSE TO ARBAB JAM HOUSE DIPLO TOWN**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 4,50,000/=
- (e) Amount of Bid Security : 13,500/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 49,500/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time. : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work: **REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ MUJAHID HOUSE TO ARBAB JAM HOUSE DIPLO TOWN**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                |
|----|---|----------------|
| a. | General Description:                              | As Above       |
| b. | Estimated Cost:                                   | Rs. 4,50,000/= |
| c. | Earnest Money @ 3%                                | Rs. 13,500/=   |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 49,500/=   |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%         |
| f. | Time allowed for completion of the work is:       | 3-Months       |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO: \_\_\_\_\_ Dated: \_\_\_\_\_

of \_\_\_\_\_

**CONTRACTOR**

**SCHEDULE - B**

**DETAILED WORKING ESTIMATE FOR REPAIR/IMPROVEMENT OF C.C ROAD I/C C.C DRAIN (B) TYPE @ MUJAHID HOUSE TO ARBAB JAM HOUSE DIPLO TOWN**

1	Dismantling of brick work in cement mortar.			
	38.0 Cft	@ Rs. 1285/63 (Rupees One Thousand Two Hundred Eighty Five & Sixty Three Paisa) only	P% Cft	Rs. 489/=
2	Cement concrete plain i/c placing, compacting, finishing and curing complete (i/c screening and washing at stone aggregate without shuttering) Ratio (1:4:8)			
	693.0 Cft	@ Rs. 11288/75 (Rupees Eleven Thousand Two Hundred Eighty Eight & Seventy Five Paisa) only	P% Cft	Rs. 78,231/=
	(1:2:4)			
	525.0 Cft	@ Rs. 14429/25 (Rupees Fourteen Thousand Four Hundred Twenty Nine & Twenty Five Paisa) only	P% Cft	Rs. 75,753/=
3	Pacca brick work in foundation and plinth in cement sand mortar (1:6).			
	619.0 Cft	@ Rs. 11948/36 (Rupees Eleven Thousand Nine Hundred Forty Eight & Thirty Six Paisa) only	P% Cft	Rs. 73,960/=
4	Cement plaster (1:4) upto 12' height ½" thick.			
	1425.0 Sft	@ Rs. 2283/93 (Rupees Two Thousand Two Hundred Eighty Three & Ninety Three Paisa) only	P% Sft	Rs. 32,546/=
5	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab, beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to ¼" gauge.			
	16.50 Cft	@ Rs. 337/- (Rupees Three Hundred Thirty Seven) only	P.Cft	Rs. 5,561/=
6	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars).			
	0.662 Cwt	@ Rs. 5001/70 (Rupees Five Thousand One & Seventy Paisa) only	P.Cwt	Rs. 3,311/=

**Total Rs. 2,69,851/-**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE  
DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor



accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

# **TENDER DOCUMENTS**

**WATER SUPPLY SCHEME WATER U-PVC PIPE 6", 4" AND 3" DIA, PUMPING  
MACHINERY 20 BHP AND PUMP HOUSE FOR KALOI DISTRICT THARPARKAR.**

**TOWN COMMITTEE DIPLO DISTRICT THARPARKAR**

## **EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.**
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.**
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.**
- 4. Turn over statement last 3 years.**
- 5. Similar nature of Bidding Documents from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.**
- 6. Rate must be quoted in figure & words by Contractor.**
- 7. Bid shall be properly signed by Contractor with stamped address and contract No:**
- 8. If the estimates are based on Sch: 2012 and premium can be allowed within allowable limit.**
- 9. If the estimates are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be considered.**
- 10. Conditional bid cannot be accepted.**
- 11. Bid must be submitted in sealed cover.**
- 12. Contractor must be registered with Sindh Revenue Board.**

## **BIDDING DATA**

- (a) Name of Procuring Agency : Town Committee Diplo.
- (b) Brief Description of Work : **WATER SUPPLY SCHEME WATER U-PVC PIPE 6", 4" AND 3" DIA, PUMPING MACHINERY 20 BHP AND PUMP HOUSE FOR KALOI DISTRICT THARPARKAR.**
- (c) Procuring Agency Address : Town Committee Office Diplo near Mithi Bus Stop Diplo.
- (d) Estimate Cost : 2,419,600/=
- (e) Amount of Bid Security : 72,588/=
- (f) Period of Bid Validity : 42-Days
- (g) Security Deposit (including Bid Security) : 2,66,156/=
- (h) Venue, Time and Date of Bid Opening : The Tender in sealed cover with the name of the work should be dropped in the Tender Box kept in office of the Town Officer Town Committee Diplo on 01/06/2015 @ 12:00P.M by Procurement Committee.
- (i) Deadline for submission of Bid along with time : 02/06/2015 @ 01:00 P.M
- (j) Time for completion from written order commence : 3-Months
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay.
- (l) Bid issued to Firm : \_\_\_\_\_
- (m) Deposit Receipt No: & Date : \_\_\_\_\_
- Amount : Rs. \_\_\_\_\_

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

**(STANDARD BIDDING DOCUMENT BELOW RS. 2.500 MILLION)**

Issued to M/S \_\_\_\_\_

& Charged Rs. \_\_\_\_\_ Tender Fee 1,000/=

Vide D.R.No. \_\_\_\_\_ Dated: \_\_\_\_\_

**TOWN COMMITTEE DIPLO**

Percentage rate Tender and Contract work issued for the work **WATER SUPPLY SCHEME WATER U-PVC PIPE 6", 4" AND 3" DIA, PUMPING MACHINERY 20 BHP AND PUMP HOUSE FOR KALOI DISTRICT THARPARKAR.**

I/We hereby tender for the execution, for the Government of Sindh (here in before) and herein-after referred to as Government of the work specified in the under written memorandum within the time specified in each memorandum @ Rs. \_\_\_\_\_ percent, above/below/estimate schedule of rate entered in the Schedule "B" memorandum showing items of work to be carried out and in accordance in all respects with the specification designs, drawing and instruction in written referred to in Rule-I here of and in Clause-12 of the annex condition of the contract and agree that when materials for the work are provided by the Government such materials at the rate to be paid for shall be as provide in Schedule "A" here to.

**MEMORANDUM**

- |    |   |                 |
|----|---|-----------------|
| a. | General Description:                              | As Above        |
| b. | Estimated Cost:                                   | Rs. 2,419,600/= |
| c. | Earnest Money @ 3%                                | Rs. 72,588/=    |
| d. | Security Deposit i/c Earnest Money @ 10%:         | Rs. 2,66,156/=  |
| e. | Percentage, if any to be deducted from the bills: | Rs. 8%          |
| f. | Time allowed for completion of the work is:       | 3-Months        |

**CONTRACTOR UNDERTAKING**

I/We have referred the above rates after taking into consideration all the terms and conditions as per printed Standard Bidding Document so as to complete the agreement. In case of failure the Department will be as liberty to take action against/as per clause of agreement printed in Standard Bidding Document, which has been read by me and accepted by me.

Schedule "A" .....NIL.....

Schedule "B" attached herewith.

C.D.NO:

Dated:

of

**CONTRACTOR**

## SCHEDULE – B

### WATER SUPPLY SCHEME WATER U-PVC PIPE 6", 4" AND 3" DIA, PUMPING MACHINERY 20 BHP AND PUMP HOUSE FOR KALOI DISTRICT THARPARKAR.

#### **PART-A      BRICK MASONRY PUMP HOUSE (14' X 12') (1 NO:)**

1. Excavation in foundation of building bridges on other structure i/c dag-belling, dressing, refilling around the excavated earth watering and ramming lead upto one chain lift upto 5 ft (in sandy soil) (G.S.I.No. 18 P-4).
- |                |                                     |                    |           |
|----------------|-------------------------------------|--------------------|-----------|
|                | 1 x 2 x (17.62+10.62) x 2.50 x 2.50 | = 353.00 Cft       |           |
| Steps          | 1 x 5.50 x 2.25 x 0.50              | = <u>6.18 Cft</u>  |           |
|                |                                     | Total = 359.18 Cft |           |
| Say 359.00 Cft | @ Rs. 2722/50                       | P%o Cft            | Rs. 977/= |
2. Cement Concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate with out shutting (G.S.I.No.5 (i) P-17).
- |               |                                     |                    |              |
|---------------|-------------------------------------|--------------------|--------------|
| Ratio (1:4:8) | 1 x 2 x (17.62+10.62) x 2.50 x 0.50 | = 70.60 Cft        |              |
| Floor         | 1 x 13.63 x 11.63 x 0.33            | = 52.31 Cft        |              |
| Steps         | 1 x 5.50 x 2.25 x 0.25              | = <u>3.09 Cft</u>  |              |
|               |                                     | Total = 126.00 Cft |              |
| 126.00 Cft    | @ Rs. 11288/75                      | P%oCft             | Rs. 14,224/= |
3. Pucca brick work in foundation and plinth in cement sand mortar (1:6) (G.S.I. No. 4 P-20).
- |                      |                                     |                    |              |
|----------------------|-------------------------------------|--------------------|--------------|
| 1 <sup>st</sup> Step | 1 x 2 x (17.37+10.87) x 2.25 x 1.50 | = 190.62 Cft       |              |
| 2 <sup>nd</sup> Step | 1 x 2 x (16.62+11.62) x 1.50 x 1.50 | = 127.08 Cft       |              |
| Steps                | 1 x 5.0 x 2.0 x 0.75                | = 7.50 Cft         |              |
| Steps                | 1 x 5.0 x 1.0 x 0.75                | = <u>3.75 Cft</u>  |              |
|                      |                                     | Total = 328.95 Cft |              |
| Say 329.00 Cft       | @ Rs. 11948/36                      | P% Cft             | Rs. 39,310/= |
4. Pucca brick work in ground floor in Cement sand mortar (1:4) (G.S.I. No. 5 P-20).
- |                           |                                  |                    |              |
|---------------------------|----------------------------------|--------------------|--------------|
|                           | 1 x 2 x (16.25+12.0) x 1.13 x 10 | = 638.45 Cft       |              |
| <u>Deduction</u>          |                                  |                    |              |
| Door & Win:               | 1 x 4.0 x 1.13 x 7.0             | = 31.64 Cft        |              |
|                           | 1 x 3 x 4.0 x 1.13 x 4.0         | = 54.24 Cft        |              |
| Lintel                    | 5 x 5.0 x 1.13 x 0.50            | = 14.12 Cft        |              |
|                           | 1 x 4.0 x 0.75 x 4.00            | = <u>12.00 Cft</u> |              |
|                           |                                  | Total = 112.00 Cft |              |
| Net Qty: 638.45 (-) 112.0 |                                  | = 526.45 Cft       |              |
| 526.0 Cft                 | @ Rs. 13227/41                   | P% Cft             | Rs. 69,576/= |
5. Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RCC work in roof slab beams columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Ratio (1:2:4) 90 lbs cement 2 Cft sand and 4 Cft shingle 1/8" to 1/4" gauge. (G.S.I.No. 6 (a) P-16).
- |           |                                     |                     |  |
|-----------|-------------------------------------|---------------------|--|
| P/Beam    | 1 x 2 x (16.62+11.62) x 1.50 x 0.50 | = 42.36 Cft         |  |
| Lintel    | 5 x 5.00 x 1.13 x 0.50              | = 14.12 Cft         |  |
| Roof Beam | 1 x 2 x (16.25+12.0) x 1.13 x 0.50  | = 31.92 Cft         |  |
| Roof Slab | 1 x 18.25 x 16.25 x 0.42            | = <u>124.55 Cft</u> |  |
|           |                                     | Total = 212.95 Cft  |  |

- 213.0 Cft @ Rs. 337/= Say = 213.00 Cft P.Cft Rs.71,781/=
6. Fabrication of Mild steel reinforcement for cement concrete including cutting bending laying in position, making joints & fastenings including cost of binding wire (also includes removal of rust from bars) (G.S.I.No.7 P-17) (USING TAR BARS)
- $$\frac{213 \times 5.50}{112} = 10.460 \text{ Cwt}$$
- 10.460 Cwt @ Rs. 5001/70 P.Cwt Rs. 52,318/=
7. Filling Watering and ramming earth in floors with surplus earth form foundation lead upto one chain and lift upto 5' ft: (G.S.I. No. 21 P-5).
- $$1 \times 13.62 \times 11.62 \times 1.50 = 237.39 \text{ Cft}$$
- Say 237.00 Cft @ Rs. 1512/50 P%o Cft Rs. 358/=
8. Supplying and fixing steel windows of Z-Section  $\frac{3}{4}$ " x  $\frac{3}{4}$ " x  $\frac{1}{8}$ " partly fixed and partly open and glazed with 24- Oz glass fitting and painting 3 Coats etc complete (R.A approved) (NSI).
- $$1 \times 3 \times 4.0 \times 4.0 = 48.00 \text{ Sft}$$
- 48.00 Sft @ Rs. 90/15 P/Sft Rs. 4,327/=
9. Supplying and fixing in position Iron/ Steel grill of  $\frac{3}{8}$ " x  $\frac{1}{4}$ " size flat Iron or approved design including painting 3 Coats etc complete (Weight net less than 3.7 lb/sp: ft: of in finished grill. (G.S.I.No.26 P-93).
- $$1 \times 3 \times 4.0 \times 4.0 = 48.00 \text{ Sft}$$
- 48.00 Sft @ Rs. 180/50 P.Sft Rs. 8,664/=
10. Making and fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2" x 2" x 3/8" & 3/4" squire bar 4" center to center with locking arrangement. (G.S.I.No. 24 P-92).
- $$1 \times 4.0 \times 7.0 = 28.00 \text{ Sft}$$
- 28.00 Sft @ Rs. 726/72 P.Sft Rs. 10,801/=
11. Cement Plaster (1:6) upto 20' height 1/2" thick (G.S.I.NO 13 (a) P-52).
- |                |   |                      |
|----------------|---|----------------------|
| Outside        | $1 \times 2 \times (16.25+14.25) \times 10$   | = 610.00 Sft         |
| Inside P/House | $1 \times 2 \times (14.0+12.0) \times 10.0$   | = 520.00 Sft         |
| Plinth         | $1 \times 2 \times (16.62+11.62) \times 1.50$ | = 84.72 Sft          |
| Steps          | $2 \times 5 \times 1.75$                      | = <u>17.50 Sft</u>   |
|                | <b>Total</b>                                  | <b>= 1232.22 Sft</b> |
- Deduction
- |        |                           |                    |
|--------|---------------------------|--------------------|
| Door   | $1 \times 4.0 \times 7.0$ | = 28.50 Sft        |
| Window | $3 \times 4.0 \times 4.0$ | = <u>48.00 Sft</u> |
|        | <b>Total</b>              | <b>= 76.00 Sft</b> |
- Net Qty: 1232.22 (-) 76.00 = 1156.22 Sft Say 1156.00
- 1156.00 Sft @ Rs. 2206/60 P% Sft Rs. 25,508/=
12. Cement Plaster (1:4) upto 20' height 3/8" thick (G.S.I.NO 11 (a) P-52).



Qty same as item No. 11 i.e 1156.0 Sft

1156.00 Sft @ Rs. 2197/52 P% Sft Rs. 25,403/=

13. Preparing the surface and applying rock wall/shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion, selected marble chips, adhesive and bactericides, water resistance and fire and termite resistance (Upto 20'-0 height) (G.S.I.No. 43 P-55.)

Outside 1 x 2 x (16.25+14.25) x 10 = 610.00 Sft

Plinth 1 x 2 x (16.62+11.62) x 1.50 = 84.72 Sft

Total = 694.72 Sft

Say = 695.00 Sft

695.00 Sft @ Rs. 4504/50 P% Sft Rs. 31,306/=

14. Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels. (G.S.I. No: 16 (c) P-42).

2" thick

Under Floor 1 x 14.0 x 12.0 = 168.00 Sft

168.0 Sft @ Rs. 3275/50 P% Sft Rs. 5,503/=

1 1/2" thick

Roof topping 1 x 18.25 x 16.25 = 296.56 Sft

296.56 Sft @ Rs. 2548/29 P% Sft Rs. 7,557/=

15. Distempering 3 Coats (G.S.I .NO. 24 P-60).

Inside 1 x 2 x (14+12.0) x 10.0 = 520.00 Sft

1 x 14 x 10.0 = 140.00 Sft

Chaja 1 x 2 x (18.25+16.25) x 1.25 = 86.25 Sft

Total = 746.25 Sft

746.25 Sft @ Rs. 1079/65 P% Sft Rs. 8,057/=

16. Painting New Surface preparing surface and painting of door and windows any type (including edges) (3 Coats) (G.S.I. No. 5 (c) P-69).

1 x 2 x 4.0 x 7.0 = 56.00 Sft

56.00 Sft @ Rs. 2116/41 P% Sft Rs. 1,185/=

**Total Rs. 3,86,402/=**

**CONTRACTOR**

**ENGINEER**

TOWN COMMITTEE

DIPLO

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO

## CONDITIONS OF CONTRACT

**Clause - 1: Commencement & Completion Dates of work.** The Contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for work.

The Contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall reckoned from the date on which the order to commence work is given to the Contractor. And further to ensure good progress during the execution of the work, Contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause - 2: Liquidated Damages.** The Contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the intended completion date, the amount of liquidated damage paid by the Contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

**Clause - 3: Termination of the Contract.**

- (A)** Procuring Agency/Assistant Executive Engineer may terminate the contract if either of the following conditions exists:
- (i) Contractor causes a breach of any clause of the contract:
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired.
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the Contractor within 60 days of the date of the submission of the bill.
- (B)** The Town Officer/Procuring Agency has power to adopt any of the following courses as may deem fit.
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) To finalize the work by measuring the work done by the Contractor.
- (C)** In the event of any of the above courses being adopted by the Assistant 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 Town Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause – 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the Contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause – 5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the Contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Town Officer in this matter shall be final where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause – 6: Specifications.** The Contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Town Officer and initialed by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-In-Charge and lodge in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the Contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the Contractor, which he considers due and payable in respect

thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill.** A bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A)** Agency may issue a Variation order for procurement of works, physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The Contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C)** In case the nature of the work in the variation does not correspond with items in the bill of quantities, the quotation by the Contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E)** In case of quantities of work executed result the initial contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Assistant Executive Engineer.

- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause – 10: Quality Control**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the Contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the Contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the Contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The Contractor shall correct the notified defect within the defects correction period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the Contractor at least 14-days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the Contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the Contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the Contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the woks or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the Contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause - 13: Risks.** The Contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the Contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

**Clause - 14: Measures for prevention of fire and safety measures.** The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Town Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor is responsible for the safety of all its activities including retention of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the Contractor's labour shall be paid by him.

**Clause - 15: Sub-contracting.** The Contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subContractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the Contractor, his agents servants or workmen. The provisions of this contract shall apply to such subContractor or his employee as if he or it were employees of the Contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Town Officer to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause - 17: Site Clearance.** On completion of the work, the Contractor shall be furnished with a certificate by the Assistant Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the Contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the Contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the

Contractor's retention money. The Contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the ale thereof.

**Clause – 18: Financial Assistance/Advance Payment.**

**(A) Mobilization advance is not allowed.**

**(B) Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials.
- (ii) Recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause – 19: Recovery as arrears of land Revenue.** Any sum due to the Government by the Contractor shall be liable for recovery as arrears of land Revenue.

**Clause – 20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( a work should be considered as complete for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected, the security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expire of three months from the date on which the work is completed.

**CONTRACTOR**

**TOWN OFFICER**  
TOWN COMMITTEE  
DIPLO