OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

	TENDER FO	RM
1)	Name of Work	
2)	Estimated Cost Rs.	
3)	Period of Completion	
4)	Date of opening of Tender	
5)	Tender given to contractor	
on p	roduction of C.D.No. and dated	
Amo	ounting to Rupees	
	ASSISTANT EXECUTIVE ENGINEER	TOWN OFFICER

TOWN COMMITTEE SHAHEED FAZIL RAHU (GOLARCHI)

TOWN OFFICER
TOWN COMMITTEE
SHAHEED FAZIL RAHU (GOLARCHI)

I hereby tender for the work for the above said scheme with rate given in the schedule B'. The schedule of the rate and estimate of the work seen separately.

Percentage	Below / Above
In words	
AHU (GO)	

(Signature of the Contractor)

ORDER OF THE ADMINISTRATOR:

The tender is hereby accepted / rejected on behalf of the Town Committee, Shaheed Fazil Rahu (Golarchi) work order would be issued in case of acceptance after execution of the AGREEMENT with the contractor under work Rules.

TOWN OFFICER
TOWN COMMITTEE
SHAHEED FAZIL RAHU (GOLARCHI)

ADMINISTRATOR TOWN COMMITTEE SHAHEED FAZIL RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(1) Improvement of Metalled Road from Ahmed Rajo Road to Dr. Roshan Clinic to Niamat Gujar of Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.1)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.
- NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Centent of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
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- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause -- 2: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) Alministrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10
 - (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
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Colamittee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or precured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7 Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, it 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 he 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 so completed, the Enginee -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 is writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmer, and deduct the expenses from retention money lying with the Engineer.

Contractor

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

Clause-15: ub-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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be a nicably settled between the parties, , the decision of the Superintending Engineer of the circle/o ficer/one grade higher 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 workmanst ip, 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 -1': Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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) Mobi ization advance is not allowed.

(B) Secured Advance against materials brought at site.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCH!)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency:	Town Committee, Shaheed Fazil Rahu (Golarchi)				
b). Brief Description of Works: S.#(1) Improvement of Metalled Road from Ahmed Ra					
	Road to Dr. Roshan Clinic to Niamat Gujar of Town				
	S.F.Rahu (Golarchi) (Remaining Work of Scheme No.1)				
(c). Procuring Agency's address:	Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near				
	Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.				
(d). Esti nated Cost: Rs: 990000/-					
(e). Amount of Bid Security: Rs: 1	<u>9800/-</u>				
(f), Period of Bid Validity (days):	90 days				
(g). Security Deposit: (including b	id security):- <u>Rs: 99000</u>				
(h). Percentage, if any, to be deducted from bills: 17.5%					
(i). Deadline for submission of Bio	is along with time: 22-09-2015 up to 02:00 P.M, in case of non				
•	response the tenders will be received on				
	08-10-2015 up to 02:00 P.M				
(i). Venue, Time, and Date of Bid	Opening: 22-09-2015 at 03:00 P.M, in case of non response the				
4). • • • • • • • • • • • • • • • • • • •	tenders will be opened on 08-10-2015 at 03:00 P.M				
(k). Time for Completion from wi	ritten order of commence: 3 Months				
(L). Liquidity damages: NIL					
(m). Deposit Receipt No:	Date:Amount:				

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
_	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

SCHEDULE "B"

Name of Work: 'IMPROVEMENT OF METALLED ROAD FROM AHMED RAJO ROAD TO DR. ROSHAN CLINIC TO NIAMAT GUJAR OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.1)

S.No	Items	Items Oty Rate		Units	A	mount			
1	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock. (if Earth Work is done by other than departmental agency).								
Say	6014.00	Cft.	@ Rs.	8679.15	P.%o Cft.	Rs.	52196.00		
2	Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st-class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.								
Say	927.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs.	27045.00		
3	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.								
Say	4777.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	501441.00		
4	Providing 1st Coat of surface dressing on new or existing surface with 30 Lbs Bitumen of 80/100 penetration and 4.0 Cft Bajri of 3/4" to 1/2" gauge including cleaning the road surface, rolling with Power roller etc, complete. This rate include all costs of mterials labour, T&P and carriage to site of work.								
Say	5562.00	Cft.	@ Rs.	1656.45	P.% Cft.	Rs.	92132.00		
5	The stand Demind Cornet to proper camber and grade i/c								
					- 44 00#	n.	397503.00		
-	5863.00	Sfr	@ Rs.	7146.76	P.% Sft.	Ŕs.	391303.00		
Say	5562.00	Sft.	@ Rs.	7146.76	P.% Sit. TOTAL		1070317.00		

- Any errer or ommission in description of items Quantity and units will be governed by 1 relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final 2 and binding on all the parties in any shape.
- The rate schedule be inclusive of all taxes. 3
- No premuim allow on be non schedule items. 4
- No seprate carriage will be paid. 5

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(2) Improvement of Metalled Road from Jamia Masjid Chowk to Haji Allah
Bachayo Shop of Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.4)

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- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
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- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the

date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

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

Clause -- 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

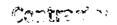
- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions,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

Clause-10: Quality Control.

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

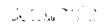
(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (11) 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.
- (F) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or fo indations 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.
- Chuse 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 Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 previsions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause ~ 16: Disputes. All disputes arising in connection with the present contract, and which car not be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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 real zed by the sale thereof.

Cla ise -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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(2) Improvement of Metalled Road from Jamia Masjid

Chowk to Haji Allah Bachayo Shop of Town S.F.Rahu

(Golarchi) (Remaining Work of Scheme No.4)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 692000/-

(e). Amount of Bid Security: Rs:13840/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:69200

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(1). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(in). Deposit Receipt No: ____ Date: ____ Amount: ____

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) **TOWN OFFICER**

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria						
1	NTN						
2	Sales Tax Registration						
3	Registration with Sindh Revenue Board (SRB) (if applicable)						
	Qualification Criteria:						
4	Minimum three year's experience of relevant filed.						
5	Turnover of at least last three years (Bank state, Tax Returns, Audited						
	Balance Sheets, etc)						
6	Required Bid Security is attached						
7	Bid is signed, named and stamped by the authorized person of the firm						
	along with Authorization letter.						
	along with Authorization letter.						

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD FROM JAMIA MASJID CHOWK TO HAJI ALLAH BACHAYO SHOP OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.4)

S.No	Items	Qty	Ra		Units		mount
1	breaking, ramming, dr	essing & co up to 5.0' ft	mpacting with	optimum mositure	oughing, mixing cold content 85% denisty Earth Work is done by		
Say	4210.00	Cft.	@ Rs.	8679.15	P.%o Cft.	Rs.	36539.00
·2	Laying Bricks on end bricks excavation for costs of materials, labor	laying edgin	g with small si	de parallel to the	3" 1st class well burnt road. Rate includes all		
Say	649.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs.	18935.00
3	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.						
Say	3344.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	351019.00
4	80/100 penetration at	nd 4.0 Cft E Power rolle	Bajri of 3/4" to r etc, complete	1/2" gauge inclu	with 30 Lbs Bitumen of ding cleaning the road de all costs of mterials	3	
Say	3893.00	Cft.	@ Rs.	1656.45	P.% Cft.	Rs.	64486.00
5	· · · · · · · · · · · · · · · · · · ·						
Say	3893.00	Sft.	@ Rs.	7146.76	P.% Sft.	Rs.	278223.00
Зау	<i>5</i> 675.00	21.1	⊖•		TOTAL	Rs.	749202.00
	MEDICO AND CON	DITIONS					

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- ? The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

3.#(3) Improvement of Metalled Road from Ahmed Rajo Road to Aslam Memon

House and Feroze Alam Bahar House Street of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.7)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.
- NIT must state the description of the work, dates, time and place of issuing, submission, of ening of bids, completion time, cost of bidding document and bid security either in lunp sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those ite ns which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHD (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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 - (i) contractor causes a breach of any clause of the Contract;
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- (ii) to linalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
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- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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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 ssued 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

Clause - 7: Payments.

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

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit,

advance payment if any made to him and taxes.

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

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

Cla ise - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running 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 concitions 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) n 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 item; of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worled out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-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 work nanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove,

and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his ow 1 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.

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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, de aults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, decigns 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.

Chause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

. (b). Brief Description of Works: S.#(3) Improvement of Metalled Road from Ahmed Rajo Road to

Aslam Memon House and Feroze Alam Bahar House Street of

Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.7)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1115000/-

(e). Amount of Bid Security: Rs:22300/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:111500/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(i). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(in). Deposit Receipt No: Date: _____ Amount:

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR

T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria						
1	NTN						
2	Sales Tax Registration						
3	Registration with Sindh Revenue Board (SRB) (if applicable)						
	Qualification Criteria:						
4	Minimum three year's experience of relevant filed.						
5	Turnover of at least last three years (Bank state, Tax Returns, Audited						
	Balance Sheets, etc)						
6	Required Bid Security is attached						
7	Bid is signed, named and stamped by the authorized person of the firm						
	along with Authorization letter.						

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD FROM AHMED RAJO ROAD TO ASLAM MEMON HOUSE AND FEROZE ALAM BAHAR HOUSE STREET OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.7)

S.No	Items	Qty	Ra	ite	Units	A	mount
1	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock. (if Earth Work is done by other than departmental agency).						
Say	6776.00	Cft.	@ Rs.	8679.15	P.%o Cft.	Rs.	58810.00
2	Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.						
Say	1044.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs.	30459.00
3	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.						
Say	5383.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	565052.00
4	Providing 1st Coat of surface dressing on new or existing surface with 30 Lbs Bitumen of 80/100 penetration and 4.0 Cft Bajri of 3/4" to 1/2" gauge including cleaning the road surface, rolling with Power roller etc, complete. This rate include all costs of mterials labour, T&P and carriage to site of work.						
Say	6267.00	Cft.	@ Rs.	1656.45	P.% Cft.	Rs.	103810.00
5	Providing 1 1/2" thick (consolidated) Premixed Carpet to proper camber and grade i/c supply of 15 Cft Curshed Bajri 6 cft Hill sand of approved quality & gauge and bitumen 93 Lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion including heating the materials and cleaning the road surface. Rate includes all costs of materials, labour and their carriage up to site of work. (HSI. No.16(B) P-7)						
Say	6267.00	Sft.	@ Rs.	7146.76	P.% Sft. TOTAL	Rs. Rs.	447887.00 1206018.00
	EDDISC AND CONT	TOTAL					

TERMS AND CONDITIONS.

Any error or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.

- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- The rate schedule be inclusive of all taxes.
- No premuim allow on be non schedule items.
- No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(4) Improvement of Metalled Road from to Bhangi / Meghwar Mohalla Street
and Ghulam Nabi Nohrio Street of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.8)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

والتناوي والأوام ألت أمن من الناول أما الله أما أله أما أله أله الله الله الله والما أله الله الله ا

Instructions to Bidders/ Procuring Agencies.

Ceneral Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Natters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Ra es shall be framed. Tenders, which propose any alternative in the works specified in the said for n of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), 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,
- (i) however, the contractor can claim for the work done at site duly certified by the executive er gineer 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Er gineer 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 of ice and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

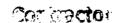
Clause - 7: Payments.

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

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

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

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



Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running 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.
- (I) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove,

and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or toundations is or are ready or about to be ready for examination and the Engineer shall, without celay, 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.

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the sircle/officer/one grade higher 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 wor amanship, or materials used on the work or as to any other questions, claim, right, matter, or thin; whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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 size 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI) T.C

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(4) Improvement of Metalled Road from to Bhangi /

Meghwar Mohalla Street and Ghulam Nabi Nohrio Street

of Town S.F.Rahu (Golarchi) (Remaining Work of

Scheme No.8)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1448000/-

(e). Amount of Bid Security: Rs: 28960/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:144800/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(i). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M.

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(in). Deposit Receipt No: ____ Date: _ _ Amount:

ASSISTANT EXECUTIVE ENGINEER

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD FROM TO BHANGI / MEGHWAR MOHALLA STREET AND GHULAM NABI NOHRIO STREET OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.8)

Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	/6385.00				
Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	6385.00				
bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.					
C. 1267.00 CA G.D. 2017.52 De/ CA D. 2					
Say 1357.00 Cft. @ Rs. 2917.52 P.% Cft. Rs. 3	9591.00				
Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98–100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.					
Say 6991.00 Cft. @ Rs. 10496.98 P.% Cft. Rs. 7	33844.00				
Providing 1st Coat of surface dressing on new or existing surface with 30 Lbs Bitumen of 80/100 penetration and 4.0 Cft Bajri of 3/4" to 1/2" gauge including cleaning the road surface, rolling with Power roller etc, complete. This rate include all costs of mterials labour, T&P and carriage to site of work.					
$\dot{S}_{E}y$ 8139.00 Cft. @ Rs. 1656.45 P.% Cft. Rs. 1	34818.00				
Providing 1 1/2" thick (consolidated) Premixed Carpet to proper camber and grade i/c supply of 15 Cft Curshed Bajri 6 cft Hill sand of approved quality & gauge and bitumen 93 Lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion including heating the materials and cleaning the road surface. Rate includes all costs of materials, labour and their carriage up to site of work. (HSI. No.16(B) P-7)					
materials, labour and their carriage up to site of work. (HSI. No. 10(B) P-/)					
	81675.00				

TERMS AND CONDITIONS.

- 1 Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- '4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT ÉXÉCUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(5) Construction of Metalled Road from Ice Factory to Dr. Tahir House of
Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.11)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

 NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those ite ns which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER F.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) has power to adopt any o'the following courses as may deem fit:-
- (i) to lorfeit 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), 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) he wever, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procu ing 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

Clause - 7: Payments.

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

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

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

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subor linate-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 works ranship 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) It spection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

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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 Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 hing 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 he work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER ADM T.C. S.F.RAHU (GOLARCHI) T.C. S.F.F.

ADMINISTRATOR
T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(5) Construction of Metalled Road from Ice Factory to

Dr. Tahir House of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.11)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1650000/-

(e). Amount of Bid Security: Rs: 33000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:165000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(i). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(in). Deposit Receipt No: Date: Amount:

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
:	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
- 7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

SCHEDULE "B"

Name of Work: CONSTRUCTION OF METALLED ROAD FROM ICE FACTORY TO DR. TAHIR HOUSE OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.11)

S.No	Items	Qty	R	ate	Units	1	Amount
1	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock.(if Earth Work is done by other than departmental agency).						
Say	28627.00	Cft.	@ Rs.	8681.43	P.%o Cft.	Rs.	248523.00
2	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock.(if Earth Work is done by other than departmental agency).						
Say	11726.00	Cft.	@ Rs.	11215.37	P.%o Cft.	Rs.	131511.00
	Preparing Sub-Base Course by supplying & spreading the some metal of approved quality & gauge 11/2" to 2" guague of approved quarry in required thickness to proper camber & grade including supplying & spreeding 10 Cft screening and non-plastic quarry fines of approved quality watering and compacting to achieve 98~100% denisty as per modified AASHO specifications. Rate includes all costs of materials labour, T & P and carriage to site of work.						
Say	4397.00	Cft.	@ Rs.	9427.05	P.% Cft.	Rs.	414507.00
4	Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.						
Say	1466.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs.	42771.00
5	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.						
~	1	711.5	12	0.25 1.03	= 2198.535	Cft	
Say 6	2199.00 Providing 1st Coat of Bitumen of 80/100 per cleaning the road su include all costs of m	enetration ırface, rol	and 4.0 Cft E ling with Po	Bajri of 3/4" to 1 wer roller etc,	/2" gauge including complete. This rate	Rs.	230829.00

Say

8794.00

Cft.

@ Rs.

1656.45

P.% Cft.

Rs. 145668.00

Providing 1 1/2" thick (consolidated) Premixed Carpet to proper camber and grade i/c supply of 15 Cft Curshed Bajri 6 cft Hill sand of approved quality & gauge and bitumen 93 Lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion including heating the materials and cleaning the road surface. Rate includes all costs of materials, labour and their carriage up to site of work. (HSI. No.16(B) P-7)

Say

8794.00

Sft.

@ Rs.

7146.76

P.% Sft.

Rs. 628486.00

TOTAL

Rs. 1842295.00

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- 2 The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C.S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(6) Construction of Metalled Road from High School Bondary to Drainage

Disposal of Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.12)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice In iting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

 NII must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have va id NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ be ow or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form staing at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Ra es shall be framed. Tenders, which propose any alternative in the works specified in the said for n of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause - 2: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 Irtended 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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), 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 wit 1 a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiat ves 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 s 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

Clause - 7: Payments.

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of 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 cond tions 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) It case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-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 works nanship 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 r ray 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) It spection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If my 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 cer ifficate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of work nanship, 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 cer ificate by the 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) N obilization advance is not allowed.

(B) Secured Advance against materials brought at site.

מכלי...

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER ADMINISTRATOR
T.C. S.F.RAHU (GOLARCHI)
T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency:	Town Committee, Shaheed Fazil Rahu ((Golarchi)

(b). Brief Description of Works: S.#(6) Construction of Metalled Road from High School

Bondary to Drainage Disposal of Town S.F.Rahu

(Golarchi) (Remaining Work of Scheme No.12)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1748000/-

(e). Amount of Bid Security: Rs: 34960/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:174800/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M., in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

. (k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____Amount:_

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria					
1	NTN					
2	Sales Tax Registration					
3	Registration with Sindh Revenue Board (SRB) (if applicable)					
	Qualification Criteria:					
4	Minimum three year's experience of relevant filed.					
5	Turnover of at least last three years (Bank state, Tax Returns, Audited					
	Balance Sheets, etc)					
6	Required Bid Security is attached					
7	Bid is signed, named and stamped by the authorized person of the firm					
	along with Authorization letter.					

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF METALLED ROAD FROM HIGH SCHOOL BONDARY TO DRAINAGE DISPOSAL OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.12)

S.No	Items	Qty	Rate		Units	Amount			
1	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock.(if Earth Work is done by other than departmental agency).								
Say	4728.00	Cft.	@ Rs.	8679.15	P.%o Cft.	Rs.	41035.00		
2	Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.								
Say	884.00	Rft.	@ Rs.	2917.52	P.% Rft.	Rs.	25791.00		
	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.								
Say	9220.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	967822.00		
4	Providing 1st Coat of surface dressing on new or existing surface with 30 Lbs Bitumen of 80/100 penetration and 4.0 Cft Bajri of 3/4" to 1/2" gauge including cleaning the road surface, rolling with Power roller etc, complete. This rate include all costs of mterials labour, T&P and carriage to site of work.								
Sa y 5	in required propor	15 Cft Cur 93 Lbs of 8 tion includi des all costs	shed Bajri 6 80/100 penetring to ng heating to	cft Hill sand of ation i/c mixing he materials an	P.% Cft. proper camber and approved quality & in mechanical mixe d cleaning the road ir carriage up to site	t r d	156617.00		
Say	9455.00	Sft.	@ Rs.	7146.76	P.% Sft.	Rs.	675726.00		
					TOTAL	Rs.	1866991.00		

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXÉCUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(7) Improvement of Metalled Road infront of Siddique Gujar House of
Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.22)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

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Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

valid NTN also.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

 NIT mus. state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in hump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below of on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

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

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

Clause – 2: 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 Intende I 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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bit!
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) has power to adopt any of the following courses as may deem fit:-
- (i) to forfi it 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procurin: 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

Clause - 7: Payments.

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

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

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

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

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Enginee -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 i ems 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 ou 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 cor tract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-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 workman ship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of 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 ass stance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delt y, 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 pertificate 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: Mer sures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 whatscever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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 to 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(7) Improvement of Metalled Road infront of Siddique

Gujar House of Town S.F.Rahu (Golarchi) (Remaining

Work of Scheme No.22)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1659000/-

(e). Amount of Bid Security: Rs: 33180/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:165900/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____Amount:____

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

NTN
14114
Sales Tax Registration
Registration with Sindh Revenue Board (SRB) (if applicable)
Qualification Criteria:
Minimum three year's experience of relevant filed.
Turnover of at least last three years (Bank state, Tax Returns, Audited
Balance Sheets, etc)
Required Bid Security is attached
Bid is signed, named and stamped by the authorized person of the firm
along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD INFRONT OF SIDDIQUE GUJAR HOUSE OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.22)

S.No	Items	Qty	Rai		Units	Amount	
1	Earth Work for road breaking, ramming, dr lead upto 100' ft & lift other than departments	ressing & cor up to 5.0' ft	npacting with o	optimum mositure	content 85% denisty	,	
Say	10084.00	Cft.	@ Rs.	8681.43	P.%o Cft.	Rs.	87544.00
2	Laying Bricks on end bricks excavation for costs of materials, labe	laying edging	g with small sid	le paraliel to the r	" 1st class well burn oad. Rate includes al	t 1	
Say	1554.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs.	45338.00
3 .	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.						
Say	8010.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	840808.00
1	Providing 1st Coat of 80/100 penetration ar surface, rolling with	nd 4.0 Cft B	airi of 3/4" to	1/2" gauge includ	Jing cleaning the roa	d	
	labour, T&P and carr	iage to site of	f work.				
Sav	labour, T&P and carr	iage to site of Cft.	f work. @ Rs.	1656.45	P.% Cft.	Rs.	154481.00
Say 5	labour, T&P and carr	Cft. Ck (consolidates bed Bajri 6 cenetration is materials ar	f work. @ Rs. ated) Premixed cft Hill sand of c mixing in mand cleaning the	1656.45 Carpet to proper f approved quality techanical mixer is road surface. Rat	P.% Cft. camber and grade in & gauge and bitume in required proportion in includes all costs of	Rs.	154481.00
_	9326.00 Providing 1 1/2" this supply of 15 Cft Cur 93 Lbs of 80/100 princluding heating the	Cft. Ck (consolidates bed Bajri 6 cenetration is materials ar	f work. @ Rs. ated) Premixed cft Hill sand of c mixing in mand cleaning the	1656.45 Carpet to proper f approved quality techanical mixer is road surface. Rat	P.% Cft. camber and grade in & gauge and bitume in required proportion in includes all costs of	Rs.	154481.00 666507.00

TERMS AND CONDITIONS.

Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.

- 2 The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR
T.C.S.F.RAHU (GOLARCHI)
Page 1 of 1

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(8) Improvement of Metalled Road from Saeed Arain House to Abdul

Ghafoor Rahujo House of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.23)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

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- NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
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- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9.Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

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

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

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- (A) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the
- (B) The Alministrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the 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 jurpose 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: 1'ayments.

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

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

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

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

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Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running 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 Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-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) Uncerrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days not ce of his intention to use a third party to correct a defect. He may rectify or remove,

Contractor

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 no ice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, un ess 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.

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be am cably settled between the parties, , the decision of the Superintending Engineer of the circle/off cer/one grade higher 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 whatscever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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 ro 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) Mobilication 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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER ADMINISTRATOR
T.C. S.F.RAHU (GOLARCHI)
T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi) (b). Brief Description of Works: S.#(8) Improvement of Metalled Road from Saeed Arain

House to Abdul Ghafoor Rahujo House of Town S.F.Rahu

(Golarchi) (Remaining Work of Scheme No.23)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 990000/-

(e). Amount of Bid Security: Rs: 19800/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:99000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: ____ Date: ____ Amount:

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria				
1	NTN				
2	Sales Tax Registration				
3	Registration with Sindh Revenue Board (SRB) (if applicable)				
	Qualification Criteria:				
4	Minimum three year's experience of relevant filed.				
5	Turnover of at least last three years (Bank state, Tax Returns, Audited				
	Balance Sheets, etc)				
6	Required Bid Security is attached				
7	Bid is signed, named and stamped by the authorized person of the firm				
	along with Authorization letter.				

ASSISTANT EXPCUTIVE ENGINEER

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD FROM SAEED ARAIN HOUSE TO ABDUL GHAFOOR RAHUJO HOUSE OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.23)

S. Vo	Items	Oty	R	ate	Units		Amount		
ī									
Say	2676.00	Cft.	@ Rs.	8679.15	P.%o Cft.	Rs.	23225.00		
61 41 7.	Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.								
Say	892.00	Rft.	@ Rs.	2917.52	P.% Rft.	Rs.	26024.00		
3	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.								
Say	5218.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	547732.00		
4	Providing 1st Coat of surface dressing on new or existing surface with 30 Lbs Bitumen of 80/100 penetration and 4.0 Cft Bajri of 3/4" to 1/2" gauge including cleaning the road surface, rolling with Power roller etc, complete. This rate include all costs of mterials labour, T&P and carriage to site of work.								
Say 5	grade i/c supply of gauge and bitumer mixer in required	15 Cft Curs n 93 Lbs of proportion includes all	shed Bajri 6 f 80/100 pe ncluding hea costs of mate	off Hill sand of enetration i/c mi ating the materia	P.% Cft. proper camber and approved quality & xing in mechanical als and cleaning the their carriage up to		88653.00		
Say	5352.00	Sft.	@ Rs.	7146.76	P.% Sft.	Rs.	382495.00		
					TOTAL	Rs.	1068129.00		

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- 2 The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

01

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(9) Improvement of Metalled Road from Malik Tarique House to

Abdul Majeed Arain House of Town S.F.Rahu.

(Remaining Work of Scheme No.26)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
 - 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of ite ns with scheduled/item rates with premium to be filled in form of percentage above/be ow or on item rates to be quoted, Form of Agreement and drawings.
 - 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
 - 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
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- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
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- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost ɛs quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

Conditions of Contract

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 - (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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or produced any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engir eer 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 comp etion 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause—6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the 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 ent tled 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) In terim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his author zed 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 so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of 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 variat on 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) Ir case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-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 rotice of his intention to use a third party to correct a defect. He may rectify or remove,

and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) f 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 Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, lefaults 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 employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of work nanship, 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 work; 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 cer ificate by the 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 six 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXPCUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(9) Improvement of Metalled Road from Malik Tarique

House to Abdul Majeed Arain House of Town S.F.Rahu.

(Remaining Work of Scheme No.26)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 911000/-

(e). Amount of Bid Security: Rs: 18220/-

(f). Period of Bid Validity (days): 90 days

(2). Security Deposit: (including bid security):- Rs:91100/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(i). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: ____ Date: ____Amount:_

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria					
1	NTN					
	Sales Tax Registration					
3	Registration with Sindh Revenue Board (SRB) (if applicable)					
	Qualification Criteria:					
4	Minimum three year's experience of relevant filed.					
5	Turnover of at least last three years (Bank state, Tax Returns, Audited					
	Balance Sheets, etc)					
6	Required Bid Security is attached					
7	Bid is signed, named and stamped by the authorized person of the firm					
	along with Authorization letter.					

ASSISTANT EXPOUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD FROM MALIK TARIQUE HOUSE TO ABDUL MAJEED ARAIN HOUSE OF TOWN S.F.RAHU. (REMAINING WORK OF SCHEME NO.26)

S.No	Items	Qty	Re	ate	Units	Amount		
1	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock. (if Earth Work is done by other than departmental agency).							
Say	5540.00	Cft.	@ Rs.	8681.43	P.%o Cft.	Rs.	48095.00	
2	Laying Bricks on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.							
Say	854.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs.	24916.00	
	Preparing Base Course by spplying and spreading stone metal of approved guage 1 1/2" to 2" guage of approved quarry in required thickness to proper camber & grade i/c supplying & spreading 10 Cft screening and non-plastic quarry fines of approved quality watering & compacting to acheive 98~100% denisty as per modified AASHO specifications, Rate includes all costs of materials, labour, T&P and carriage to site of work.							
Say	4400.00	Cft.	@ Rs.	10496.98	P.% Cft.	Rs.	461867.00	
4	Providing 1st Coat of surface dressing on new or existing surface with 30 Lbs Bitumen of 80/100 penetration and 4.0 Cft Bajri of 3/4" to 1/2" gauge including cleaning the road surface, rolling with Power roller etc, complete. This rate include all costs of mterials labour, T&P and carriage to site of work.							
Say	5123.00	Cft.	@ Rs.	1656.45	P.% Cft.	Rs.	84860.00	
5	Providing 1 1/2" thick (consolidated) Premixed Carpet to proper camber and grade i/c supply of 15 Cft Curshed Bajri 6 cft Hill sand of approved quality & gauge and bitumen 93 Lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion including heating the materials and cleaning the road surface. Rate includes all costs of materials, labour and their carriage up to site of work. (HSI. No.16(B) P-7)							
Sov	5123.00	Sft.	@ Rs.	7146.76	P.% Sft.	Rs.	366129.00	
Say	J127.00	V.44	⊕ -=-		TOTAL	Rs.	985867.00	

TURMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by re event schedule of rates and relevents rate anlysises.
- 2 The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final ar.d binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR Page (of | GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(10) Construction of Metalled Road from Kandero Khour House to

Sim Nala of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.34)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procurir g Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission,

opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Coaditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. B d without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause - 2: 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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) has power to adopt any of the following courses as may deem fit:-
- (i) to forfait 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the

date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

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

Clause - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordir ate-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 reconst uct 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) Ur corrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having teen 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 cert ficate 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-16: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 Executive Engineer (hereinafter called the Engineer in-charge) of such complete on, 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 secur ty deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(10) Construction of Metalled Road from Kandero Khour

House to Sim Nala of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.34)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 565000/-

(e). Amount of Bid Security: Rs: 11300/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:56500/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: ____ Date: ____ Amount:_

ASSIST ANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria					
1	NTN					
2	Sales Tax Registration					
3	Registration with Sindh Revenue Board (SRB) (if applicable)					
	Qualification Criteria:					
۷.	Minimum three year's experience of relevant filed.					
5	Turnover of at least last three years (Bank state, Tax Returns, Audited					
	Balance Sheets, etc)					
6	Required Bid Security is attached					
7	Bid is signed, named and stamped by the authorized person of the firm					
	along with Authorization letter.					

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF METALLED ROAD FROM KANDERO KHOUR HOUSE TO SIM NALA OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.34)

	SCHE	ME NO.34)				
S.No	Items	Qty	Rat		Units	Amount
	cold breaking ramp	ning, dressin pto 100' ft &	g & compact lift up to 5.0	ing with optim ' ft in all type o	g ploughing, mixing um mositure content of soil except rock.(if	f
Say	9797.00	Cft.	@ Rs.	8681.43	P.%o Cft.	Rs. 85052.00
2	cold breaking rami	ming, dressir pto 100' ft &	ig & compac : lift up to 5.0	ting with optin I' ft in all type (g ploughing, mixing num mositure conten of soil except rock.(i	f
Say	4013.00	Cft.	@ Rs.	11215.37	P.%o Cft.	Rs. 45007.00
3	quality & gauge 11/2 camber & grade incl fines of approved q modified AASHO s	" to 2" guagu uding supplyin uality watering pecifications.	ne of approveding & spreeding and compact	1 quarry in requi 3 10 Cft screening 1 ing to achieve	otne metal of approve ired thickness to prop- g and non-plastic quan 98~100% denisty as p rials labour, T & P ar	ry er nd
Say	carriage to site of wo	Cft.	@ Rs.	9427.05	P.% Cft.	Rs. 141877.00
4	Laying Bricks on burnt bricks exca Rate includes all of	vation for la	iving edging	& carriage to th	/2" x 3" 1st class we parallel to the roate site of work.	
Say	502.00	Cft.	@ Rs.	2917.52	P.% Cft.	Rs. 14646.00
5	1 1/2" to 2" guag grade i/c supplying	e of approve ng & spreadi watering & O specificat	ed quarry in r ng 10 Cft ser c compacting ions, Rate in	equired internet eening and nor to acheive 98 cludes all cost	netal of approved guass to proper camber a-plastic quarry fines 3-100% denisty as as of materials, laborates	of per
	1	711.5	12	0.25 1.03	,	
Say 6	Providing 1st C	00 penetration	on and 4.0 Cl rolling with	T Bajri of 3/4 Power roller 6	P.% Cft. ing surface with 30 to 1/2" gauge includence, complete. This site of work.	···
Sa	4040.00	Cft.		1656.45	P.% Cft.	Rs. 49859.

Providing 1 1/2" thick (consolidated) Premixed Carpet to proper camber and grade i/c supply of 15 Cft Curshed Bajri 6 cft Hill sand of approved quality & gauge and bitumen 93 Lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion including heating the materials and cleaning the road surface. Rate includes all costs of materials, labour and their carriage up to site of work. (HSI. No.16(B) P-7)

Say 3

3010.00

Sft.

@ Rs.

7146.76

P.% Sft.

Rs. 215117.00

TOTAL Rs. 630495.00

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXÉCUTIVE ENGINEER T.C.S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(11) Construction of Metalled Road from Akram Memon House to Dr. Nazeer

Clinic & Zafa Gujjar House Road of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.35)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bic ders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the · Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHÚ (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

Conditions of Contract

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

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

Clause - 2: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 I tended completion date; the amount of liquidated damage paid by the contractor to the Ager cy 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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Con mittee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/comp intments 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the 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 or 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.

Claus 2 - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the con ractor/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 recenstruct 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.

Chuse - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were en ployees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 pertificate by the 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.

Sales Sales

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(11) Construction of Metalled Road from Akram Memon

House to Dr. Nazeer Clinic & Zafa Gujjar House Road of

Town S.F.Rahu (Golarchi) (Remaining Work of Scheme

No.35)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1200000/-

(e). Amount of Bid Security: Rs: 24000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs: 120000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____Amount:_

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. Ş.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria					
1	NTN					
2	Sales Tax Registration					
3	Registration with Sindh Revenue Board (SRB) (if applicable)					
	Qualification Criteria:					
4	Minimum three year's experience of relevant filed.					
5	Turnover of at least last three years (Bank state, Tax Returns, Audited					
	Balance Sheets, etc)					
6	Required Bid Security is attached					
7	Bid is signed, named and stamped by the authorized person of the firm					
	along with Authorization letter.					

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF METALLED ROAD FROM AKRAM MEMON HOUSE TO DR. NAZEER CLINIC & ZAFA GUJJAR HOUSE ROAD OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.35)

	(GOLA	KCHI) (KEI	WAINING F	VORK OF SCH				
S.No	Items	Qty	Ra		<u>Units</u>	Amo	unt	
1	cold breaking ramm	ing, dressin to 100' ft &	g & compact lift up to 5.0	ting with optim of ft in all type of al agency).	g ploughing, mixing num mositure content of soil except rock.(if		D#45 00	
Say	20822.00	Cft.	@ Rs.	8681.43	P.%o Cft.	Rs. 186	0765.00	
•.								
2	Earth Work for road embankment by Buildozers including ploughing, mixing cold breaking, ramming, dressing & compacting with optimum mositure content 85% denisty lead upto 100' ft & lift up to 5.0' ft in all type of soil except rock.(if Earth Work is done by other than departmental agency).							
Say	8528.00	Cft.	@ Rs.	11215.37	P.%o Cft.	Rs. 95	5645.00	
3	Preparing Sub-Base Course by supplying & spreading the some metal of approved quality & gauge 11/2" to 2" guague of approved quarry in required thickness to proper camber & grade including supplying & spreeding 10 Cft screening and non-plastic quarry fines of approved quality watering and compacting to achieve 98~100% denisty as per modified AASHO specifications. Rate includes all costs of materials labour, T & P and carriage to site of work.							
Say	3198.00	Cft.	@ Rs.	9427.05	P.% Cft.	Rs. 30	1477.00	
4 Say	Laying Bricks on a burnt bricks excave Rate includes all co	ation for la	ving edging	with small sid	/2" x 3" 1st class we e parallel to the roae e site of work. P.% Cft.	u.	1101.00	
5	by an analysing and enreading stone metal of approved guage							
	1	711.5	12	0.25 1.03	= 2198.53	35 Cft		
Say 6	Providing 1st Co	0 penetratio	n and 4.0 Ci olling with	it Bajrı of 3/4" i Power roller e	P.% Cft. ng surface with 30 I to 1/2" gauge includ tc, complete. This r ite of work.	Lbs ing	.6784 7. 00	
Say	y 6396.00	Cft.	@ Rs.	1656.45	P.% Cft.	Rs.	105947.0	

Providing 1 1/2" thick (consolidated) Premixed Carpet to proper camber and grade i/c supply of 15 Cft Curshed Bajri 6 cft Hill sand of approved quality & gauge and bitumen 93 Lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion including heating the materials and cleaning the road surface. Rate includes all costs of materials, labour and their carriage up to site of work. (HSI. No.16(B) P-7)

@ Rs.

Say 6396.00

Sft.

7146.76

P.% Sft.

Rs. 457107.00

TOTAL

Rs. 1339889.00

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- 2 The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(12) Improvement of Metalled Road at Dr. Mazhar Street of
Town S.F.Rahu (Golarchi) (Remaining Work of Scheme No.38)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out; he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAMU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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) o 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), 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) nowever, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the

date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initia ives 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

Wher time has been extended as aforesaid, it shall continue to be the essence of the contract and a I 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 nost substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engireer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his autho ized 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 meast rements 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 so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field corditions, 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 wo ked out by him on detailed rate analysis, and then only he shall allow him that rate after apt roval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the adeitional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his sub-ordinate-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 day's 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 ir pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (II) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

C ause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding or 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 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXPOUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI) T.C.

ADMINISTRATOR
T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(12) Improvement of Metalled Road at Dr. Mazhar Street

of Town S.F.Rahu (Golarchi) (Remaining Work of

Scheme No.38)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 861000/-

(e). Amount of Bid Security: Rs: 17220/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:86100/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M, in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(i). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____Amount:_

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: IMPROVEMENT OF METALLED ROAD AT DR. MAZHAR STREET OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.38)

S. No	Items	Qty	Ra		Units	A	mount
1	Earth Work for roa cold breaking, ramm 85% denisty lead up Earth Work is done	ning, dressir to 100' ft &	ng & compact lift up to 5.0'	ing with optimum It in all type of s	n mositure content		
Say	2676.00	Cft.	@ Rs.	8679.15	P.%o Cft.	Rs.	23225.00
2	Laying Bricks on e burnt bricks excava Rate includes all co	ition for lay	ing edging w	ith small side pa	rallel to the road.		
Say	892.00	Rft.	@ Rs.	2917.52	P.% Rft.	Rs.	26024.00
3	Preparing Base Coguage 1 1/2" to 2" camber & grade in quarry fines of app	' guage of a 'c supplying proved qual	approved quangle & spreading & spreading &	rry in required to 10 Cft screening to compacting to	hickness to proper ng and non-plastic	· :	
	materials, labour, T	`&P and car	riage to site o	f work.	v		<i>476</i> 878 በበ
Say	materials, labour, 7	Cft.	riage to site o	f work.	P.% Cft.	Rs.	476878.00
Say 4	materials, labour, T	Cft. of surface penetration surface, ro	@ Rs. dressing on r and 4.0 Cft I	f work. 10496.98 new or existing so Bajri of 3/4" to 1/2 wer roller etc, c	P.% Cft. urface with 30 Lb: 2" gauge including complete. This rate	Rs.	476878.00
•	4543.00 Providing 1st Coat Bitumen of 80/100 cleaning the road include all costs of 4660.00 Providing 1 1/2" grade i/c supply o gauge and bitume mixer in required road surface. Rate	Cft. of surface penetration surface, ro meterials lab Cft. thick (conse f 15 Cft Cu en 93 Lbs proportion includes al	@ Rs. dressing on r and 4.0 Cft I lling with Po bour, T&P and @ Rs. blidated) Prer rshed Bajri 6 of 80/100 pe including hea	f work. 10496.98 Sajri of 3/4" to 1/2 wer roller etc, of carriage to site of the carriage to site of the carriage to cft Hill sand of the carriage the material of the carriage the material of the carriage the material of the carriage th	P.% Cft. urface with 30 Lb: 2" gauge including complete. This rate	Rs. s g e Rs. d k al	476878.00 77191.00
4 Say	4543.00 Providing 1st Coat Bitumen of 80/100 cleaning the road include all costs of 4660.00 Providing 1 1/2" grade i/c supply of gauge and bitumen mixer in required road surface. Rate site of work. (HSI	Cft. of surface penetration surface, ro meterials lab Cft. thick (conse f 15 Cft Cu en 93 Lbs proportion includes al	@ Rs. dressing on r and 4.0 Cft I lling with Po bour, T&P and @ Rs. blidated) Prer rshed Bajri 6 of 80/100 pe including hea	f work. 10496.98 Sajri of 3/4" to 1/2 wer roller etc, of carriage to site of the carriage to site of the carriage to cft Hill sand of the carriage the material of the carriage the material of the carriage the material of the carriage th	P.% Cft. urface with 30 Lb: 2" gauge including complete. This rate of work. P.% Cft. proper camber and approved quality divides and cleaning the complete.	Rs. s g e Rs. d k al	

TERMS AND CONDITIONS.

- 1 Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXÉCUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(13) Construction of Mettaled Road from Water Supply Kario Ghanwar to

Dargah Mehmood Faqeer, Kario Ghanwar

(Remaining Work of Scheme No.39)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.
- N.T must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3 Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Eates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the · Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHÜ (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

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 Eng neer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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) o 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) ro claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive eng neer 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/ computments 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 comp etion 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

Clause - 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his autho ized 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 unsat sfactory 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 so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

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

Clause-10: Quality Control.

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

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove,

- and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

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

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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, de aults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, 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.

The state of

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXPCUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

'(b). Brief Description of Works: S.#(13) Construction of Mettaled Road from Water Supply

Kario Ghanwar to Dargah Mehmood Fageer, Kario

Ghanwar (Remaining Work of Scheme No.39)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1500000/-

(e), Amount of Bid Security: Rs: 30000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:150000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M, in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: ____ Date: ____ Amount:_

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF METTALED ROAD FROM WATER SUPPLY KARIO GHANWAR TO DARGAH MEHMOOD FAQEER, KARIO GHANWAR (REMAINING WORK OF SCHEME NO.39)

S.No	Items	Qty	Ra	te	Units	Amount
1	Earth Work for road					
		-		•	um mositure content f soil except rock.(if	
	Earth Work is done		-		- and proper country	
Say	26555.00	Cft.	@ Rs.	8681.43	P.%o Cft.	Rs. 230535.00
2			-		g ploughing, mixing	
•					um mositure content of soil except rock.(if	
	Earth Work is done		•	• • •	it som except rock.(it	
Say	10877.00	Cft.	@ Rs.	11215.37	P.%o Cft.	Rs. 121990,00
3	quality & gauge 11/2" camber & grade incl quarry fines of approv	to 2" guag uding supp red quality HO specific	ue of approved of approved of approved watering and co	quarry in requir- ing 10 Cft screen impacting to ach	me metal of approved ed thickness to proper tening and non-plastic tieve 98~100% denisty materials labour, T &	
Say	4079.00	Cft.	@ Rs.	8914.77	P.% Cft.	Rs. 363633.00
4	Laying Bricks on en burnt bricks excava Rate includes all cos	tion for la	ying edging w	ath small side	2" x 3" 1st class well parallel to the road. site of work.	
Say	1360.00	Cft.	a Rs.	3042.54	P.% Cft.	Rs. 41379.00
•.	camber & grade i/e quarry fines of app	c supplyin roved qua dified AA	g & spreading lity watering & SHO specific	10 Cft screen & compacting the ations, Rate in	I thickness to proper ning and non-plastic to acheive 98~100% ncludes all costs of	; •
Say	2039.00	Cft.	@ Rs.	9807.62	P.% Cft.	Rs. 199977.00
6	Bitumen of 80/100	penetratio surface, re	n and 4.0 Cft B olling with Po	Bajri of 3/4" to wer roller etc,	surface with 30 Lbs 1/2" gauge including complete. This rate of work.	}
Say 7	grade i/c supply of gauge and bitumer mixer in required	15 Cft Con 93 Lbs proportion includes a	irshed Bajri 6 of 80/100 pe including hea Il costs of mate	cit Hill sand on netration i/c mater	P.% Cft. o proper camber and if approved quality & nixing in mechanica ials and cleaning the id their carriage up to	ž J e
Say	8158.00	Sft.	@ Rs.	7028.39	P,% Sft.	Rs. 573376.00 Rs. 1667055.00
	TERMS AND CO	ONDITIO	NS.		, o the	
1	Any errer or orni be governed by re	nission in elevent sc	description of hedule of rate	of items Quant s and relevent	tity and units will is rate anlysises.	•
2	The decision of the (Golarchi) will be	he Admin e final and	istrator, Town	Committee,	S.F.Rahu in any shape	
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CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(14) Construction of Mettaled Road of Dargah Sarwar Pir, Kario Ghanwar (Remaining Work of Scheme No.40)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bi-lders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and or the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items o work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the con ract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Corumittee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) to claim to compensation for any loss sustained by him by reason of his having purchased or produced any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

 Propuring 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 start ng 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the exter sion 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 rost substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the 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 er titled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subcrdinate-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) It 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.

Ciause - 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 hal been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without detay, 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.
- Chase 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.

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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 Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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 reclized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(14) Construction of Mettaled Road of Dargah Sarwar

Pir, Kario Ghanwar (Remaining Work of Scheme No.40)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1000000/-

(e). Amount of Bid Security: Rs: 20000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:100000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____ Amount:

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI) TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
. 7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF METTALED ROAD OF DARGAH SARWAR PIR, KARIO GHANWAR (REMAINING WORK OF SCHEME NO.40)

.No	Items	Qty	Ra	ite	Units		mount _t
	Farth Work for roa	d embank	ment by Build	ozers including	ploughing, mixin	g	
	cold breaking, ramin	ning, dressi	ing & compact	ing with optime	um mositure conten	17	
	85% denisty lead up	oto 100' ft d	k lift up to 5.0	finalitype o	i sou except rock (it	
	Earth Work is done	by other th			- ** ***	т.	1 45 4 4 5 00
Say	16984.00	Cft.	@ Rs.	8681.43	P.%o Cft.	R5.	147445.00
2	Earth Work for roa	ad embank	ment by Build	lozers including	g ploughing, mixin	g	
4	cold breaking, ramp	ning, dress	ing & compac	ting with optim	um mositure contet	nt	ý.
	85% denisty lead up	pto 100' ft :	& lift up to 5.0) It in all type o	f soil except rock.(if	
	Earth Work is done	by other th	ian departmen	tal agency).			
S _E y	7177.00	Cft.	@ Rs.	11215.37	P.%o Cft.	Rs.	80493.00
•							
3	Preparing Sub-Base quality & gauge 172	" to 2" ອານາເ	me of approved	quarry in requil	ed thickness to prop	ici	
	comber & grade inc	ductions supplied	niving & spree	ding 10 Cft scre	cening and non-plasi	ΠĊ	
	quarry fines of appro	wed anality	watering and o	compacting to aci	NGAG AR-TOOM OCUIT	яу	
•	P and carriage to site	of work.	CHIONS. Rate In	ciddes an oosa o			
~	_		@ Rs.	9427.05	P.% Cft.	Rs.	253682.00
Say	2691.00	Cft.	æ KS.	7441.03			4
4	Laying Bricks on	end edging	including sup	ply of 9" x 4 1/	2" x 3" 1st class w	ell	•
7	burnt bricks excay	ation for I	aying edging	with small side	parallel to the roa	sd.	
	Rate includes all co	osts of mat	erials, labour á	carriage to the	site of work.		
Say	897.00	Cft.	@ Rs.	3042.54	P.% Cft.	Rs.	27292.00
J-,			~				
	guage 1 1/2" to 2 camber & grade quarry fines of ap denisty as per m	?" guage o i/c supplyi proved quadrified A	f approved quing & spreadinality watering ASHO specif	ng 10 Cft screen & compacting ications, Rate	d thickness to propening and non-plas to acheive 98~100 includes all costs	per stic 0%	
	guage 1 1/2" to 2 camber & grade	?" guage o i/c supplyi proved quadrified A	f approved quing & spreadinality watering ASHO specif	arry in require ng 10 Cft scree & compacting ications, Rate	d thickness to pro- ening and non-plas to acheive 98~100 includes all costs	per stic 0% of	
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Say 6	guage 1 1/2" to 2 camber & grade quarry fines of at denisty as per materials, labour, 1346.00 Providing 1st Cos	" guage o i/c supplyi proved qu odified A T&P and c Cft. at of surface	f approved quing & spreadiliality watering ASHO specifiarriage to site. @ Rs. de dressing on on and 4.0 Cft rolling with 1	arry in require ng 10 Cft scree & compacting ications, Rate of work. 9807.62 new or existin Bajri of 3/4" to Power roller etc.	ening and non-plas to acheive 98~100 includes all costs P.% Cft. g surface with 30: 1/2" gauge include, complete. This	per stic 0% of Rs.	132011.00
6	guage 1 1/2" to 2 camber & grade quarry fines of at denisty as per materials, labour, 1346.00 Providing 1st Cos Bitumen of 80/10 cleaning the road include all costs of the state of the s	" guage o i/c supplyi proved quadified A T&P and c Cft. at of surface, of mterials	f approved quing & spreadile ality watering ASHO specifiarriage to site. @ Rs. de dressing on on and 4.0 Cft rolling with Elabour, T&P and approved the specific artists of the second	arry in require ing 10 Cff scree compacting ications, Rate of work. 9807.62 new or existin Bajri of 3/4" to ower roller et od carriage to si	ening and non-plas to acheive 98~100 includes all costs P.% Cft. g surface with 30: 1/2" gauge include, complete. This is te of work.	per stic 0% of Rs.	4.
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CONTRACTOR

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(15) Construction of Surface Drain from

Dr. Tahir House to Allah Wali Masjid

(Remaining Work of Scheme No.64)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1 All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

 NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in hump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT ÉXÉCUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

Conditions of Contract

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

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

Clause - 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the con ract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shahced Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field con litions, 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 con litions 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 con pensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the con ractor/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 day; notice of his intention to use a third party to correct a defect. He may rectify or remove,

and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause ~ 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or for indations 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.
- Chause 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.

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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.

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

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

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

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(15) Construction of Surface Drain from Dr. Tahir House

to Allah Wali Masjid (Remaining Work of Scheme No.64)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 1500000/-

(e). Amount of Bid Security: Rs: 30000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:150000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____ Amount:

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
i	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF SURFACE DRAIN FROM DR. TAHIR HOUSE TO ALLAH WALI MASJID (REMAINING WORK OF SCHEME NO.64)

S.No	Item	S	Qty	Rate	Units		Ai	mount
1. Excavation in foundation of building bridges & other structure including deg belling dressing refilling arround structure with excavated earth watering & ramming Lead upto 5 feet (in ordinary soil) (GSI: No.18 (b) P-04).								
Qty:	6943.00	Cft	@ Rs.	3176.25	P‰ Cft		Rs.	22053.00
2. Disn Qty:	nentalling & 60	remani Cft	ng road meta @ Rs.	lling. (GSI: N 605.00	lo. 51,P-13) P% Cft	4	Rs.	363.00
comple	ete i/c scree	rete pla ening a	nin i/c placi nd washing	ng compaction of stone agg	ng finishing and regate without sh	curing auttering		
ratic (1 Qty:	1176.95	Cft	@ Rs.	11288.75	P% Cft		Rs.	132863.00
ratic (l Oty:	392.70	Cft	@ Rs.	14429.25	P% Cft		Rs.	56664.00
		rk in fo	undation and	plinth in cem	ent sand mortor ra	tio.(1:4)		
Oty:	Vo: 4, P-20) 4368.75	Cft	@ Rs.	12501.41	P% Cft		Rs.	546155.00
Otv:	8235.0	Sft	@Rs.	2283.93	No:11 P-52). P% Sft		Rs.	188082.00
6. R.C.C work i/c all Labour & material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also i/c all kinds of forms would lifting shuttering i/c screening & washing of single (a)RC work in roof slab beams columns rats lintels and other structure members laid in site in all respect ratio (1:2:4). (GSI: No: 6(a) P-18)								
bendi	ng laying in	positio	@ Rs. steel reinforc n making joi st from bars)	nts & fastenii	P Cft ement concrete i/o ing i/c cost of bind i) P-19)	c cutting ling wire	Rs.	103459.00
Qty:	10.96	Cwt		5001.70	P Cwt		Rs.	54840.00
₹- У′			•			Total I	રેક.	1104479.00

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(16) Construction of Surface Drain from Qasim Memon Shop to

MCB Bank S. F.Rahu and Shado Mistri to Bhoro Kario Shop

(Remaining Work of Scheme No.73)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or natters affecting the risks, rights, and obligations of the parties under the Contract are neluded as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic perrors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAMU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

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 Eng neer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the cont act if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

 Procuring Agency/Engineer may invite fresh bids for remaining work.
- Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the

date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

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

Clause - 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his autho ized 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 precli de 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 so completed, the I ngineer-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 cond tions 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 addit onal work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) dentifying 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 work; 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,

mark mark y

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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.

Car water

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER ADMINISTRATOR
T.C. S.F.RAHU (GOLARCHI)
T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(16) Construction of Surface Drain from Qasim Memon

Shop to MCB Bank S. F.Rahu and Shado Mistri to Bhoro

Kario Shop. (Remaining Work of Scheme No.73)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d), Estimated Cost: Rs: 1000000/-

(e). Amount of Bid Security: Rs: 20000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:100000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M, in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: ____ Date: ___

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria				
1	NTN				
2	Sales Tax Registration				
3	Registration with Sindh Revenue Board (SRB) (if applicable)				
	Qualification Criteria:				
4	Minimum three year's experience of relevant filed.				
5	Turnover of at least last three years (Bank state, Tax Returns, Audited				
	Balance Sheets, etc)				
6	Required Bid Security is attached				
7	Bid is signed, named and stamped by the authorized person of the firm				
	along with Authorization letter.				

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF SURFACE DRAIN FROM QASIM MEMON SHOP TO MCB BANK S. F.RAHU AND SHADO MISTRI TO BHORO KARIO SHOP.(REMAINING WORK OF SCHEME NO.73)

ا ا		<u> </u>	Ot Boto		Units		Amount		
S.No	Item	- 1	Qty	Rate					
1. Exca	1. Excavation in foundation of building bridges & other structure including deg belling dressing refilling arround structure with excavated earth watering								
& ramming Lead upto 5feet (in ordinary soil) (GSI: No.18 (b) P-04).									
Qty.	3933.00	Cft	@ Rs.	3176.25	P‰ Cft		Rs.	12492.00	
				lling. (GSI: N	(o. 51,P-13)		Rs.	363.00	
Qty:	60	Cft	@ Rs.	605.00	P% Cft		KS.	303.00	
comple	complete i/c screening and washing of stone aggregate without shuttering								
ratio (1 Qty:	811.18	Cft	@ Rs.	11288.75	P% Cft		Rs.	91572.00	
ratio (1	•		○ D	14400.05	P% Cft		Rs.	31619.00	
Qty:	219.13	Cft	@ Rs.	14429.25		io (1·4)	173.	51017.00	
		rk in fol	indation and	panun in cem	ent sand mortor rat	30.(1.4)			
	lo: 4, P-20)	CA.	(a) Do	12501.41	P% Cft	i	Rs.	326756.00	
Qty:	2613.75	Cft	@ Rs.		No:11 P-52).	·	•		
5. Cam	nent plaster						n -	121026.00	
Qty:	5299.0	Sft	@ Rs.	2283.93	P% Sft		Rs.	121025.00	
labour kinds o in roof	6. R.C.C work i/c all Labour & material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also i/c all kinds of forms would lifting shuttering i/c screening & washing of single (a)RC work in roof slab beams columns rats lintels and other structure members laid in site in all respect ratio (1:2:4). (GSI: No: 6(a) P-18)								
benc ir	Qty: 307.00 Cft @ Rs. 337.0 P Cft Rs. 103459.00 7. Fabrication of mild steel reinforcement for cement concrete i/c cutting bencing laying in position making joints & fastening i/c cost of binding wire (also includes removal rust from bars) (GSI: No: 7(ii) P-19)								
Qty:	10.96	Cwt.		5001.70	P Cwt		Rs.	54840.00	
Χ .λ.			<u> </u>			Total R	s.	742126.00	

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
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- 3 The rate schedule be inclusive of all taxes.
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CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(17) Construction of Surface Drains at Various Streets of Katchi Abadi.

(Remaining Work of Scheme No.75)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

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- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and I rocuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but f contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an chious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) has power to adopt any of the following courses as may deem tit:-
- (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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or produced any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the

date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compar.ments 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contract it 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 Jesigns, drawings, and instructions as aforesaid.

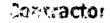
Clause -- 7: Payments.

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

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

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

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



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

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of 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 Quar tities, 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 addit onal work bear to the original contact work.
- (E) It case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) dentifying 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 work; 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 pu suance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) I 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 there of 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 phys cal property or facilities or related services at the premises and of personal injury and deatt 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.

Contractor

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which can of the amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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 sile 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.

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

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

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

ASSISTANT EXECUTIVE ENGINEER

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

- (a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)
- (b). Brief Description of Works: S.#(17) Construction of Surface Drains at Various Streets of

Katchi Abadi.(Remaining Work of Scheme No.75)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

- (d). Estimated Cost: Rs: 1000000/-
- (e). Amount of Bid Security: Rs: 20000/-
- (f). Period of Bid Validity (days): 90 days
- (g). Security Deposit: (including bid security):- Rs:100000/-
- (h). Percentage, if any, to be deducted from bills: 17.5%
- (i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

- (k). Time for Completion from written order of commence: 3 Months
- (L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____Amount:_

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHÚ (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria					
1	NTN					
2	Sales Tax Registration					
3	Registration with Sindh Revenue Board (SRB) (if applicable)					
	Qualification Criteria:					
4	Minimum three year's experience of relevant filed.					
5	Turnover of at least last three years (Bank state, Tax Returns, Audited					
	Balance Sheets, etc)					
6	Required Bid Security is attached					
7	Bid is signed, named and stamped by the authorized person of the firm					
_	along with Authorization letter.					

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

SCHEDULE "B"

Name of Work: CONSTRUCTION OF SURFACE DRAINS AT VARIOUS STREETS OF KATCHI ABADI. (REMAINING WORK OF SCHEME NO.75)

S.No	Items	Qty	Rate	Units	Amount			
deg bel	1. Excavation in foundation of building bridges & other structure including deg belling dressing refilling arround structure with excavated earth watering & ramming Lead upto 5 feet (in ordinary soil) (GSI: No.18 (b) P-04).							
Qty:	3933.00 Cft	@ Rs.	3176.25	P‰ Cft	Rs.	12492.00		
2. Dism Qty:	nentalling & remai	ning road meta	lling. (GSI: N 605.00	(o. 51,P-13) P% Cft	Rs.	363.00		
3. Cercomple	3. Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering ratio (1:4:8)							
Qty:	811.18 Cft	@ Rs.	11288.75	P% Cft	Rs.	91572.00		
Qty:	219.13 Cft	@ Rs.	14429.25	P% Cft	Rs.	31619.00		
	ca brick work in fo (o: 4, P-20)	oundation and	plinui in cens	ent sand mortor ratio.(1:4)				
Qty:	2613.75 Cft ent plaster 1:4 upt	@ Rs.	12501.41	P% Cft No:11 P-52)	Rs.	326756.00		
Qty: 6, R.C.	5299.0 Sft C work i/c all Labo	@ Rs. ur & material ex	2283.93 acept the cost of	P% Sft of steel reinforcement and its	Rs.	121025.00		
kinds o in rç of	labour for bending and binding which will be paid separately. This rate also i/c all kinds of forms would lifting shuttering i/c screening & washing of single (a)RC work in rc of slab beams columns rats lintels and other structure members laid in site in all respect ratio (1:2:4). (GSI: No: 6(a) P-18)							
bendin	Qty: 307.00 Cft @ Rs. 337.0 P Cft Rs. 103459.00 7. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints & fastening i/c cost of binding wire (also includes removal rust from bars) (GSI: No: 7(ii) P-19)							
Qty:	10.96 Cw	t. @ Rs.	5001.70	P Cwt	Rs.	54840.00		
•				Total 1	l Rs. 742126.00			

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(18) Construction of Culvert & Slabs at Various Locations in

Ward No.1,2,3 & 4 of Town S.F.Rahu (Golarchi)

(Remaining Work of Scheme No.76)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

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Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

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- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and I rocuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, cpening of bids, completion time, cost of bidding document and bid security either in I amp sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
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ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHI (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

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 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the

date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contract or 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 entit ed at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

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

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

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

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

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

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

Clause-10: Quality Control.

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

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove,

and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without lelay, 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 ceath 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.

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Ch use – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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 sile 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 realited by the sale thereof.

Chause - 18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Socured Advance against materials brought at site.

A. OTO:

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

- (a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)
- (b). Brief Description of Works: S.#(18) Construction of Culvert & Slabs at Various

Locations in Ward No.1,2,3 & 4 of Town S.F.Rahu

(Golarchi) (Remaining Work of Scheme No.76)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

- (d). Estimated Cost: Rs: 1000000/-
- (e). Amount of Bid Security: Rs: 20000/-
- (f). Period of Bid Validity (days): 90 days
- (g). Security Deposit: (including bid security):- Rs:100000/-
- (h). Percentage, if any, to be deducted from bills: 17.5%
- (i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M., in case of non

response the tenders will be received on

08-10-2015-up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____ Amount: _

ASSISTANT EXECUTIVE ENGINEER

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF CULVERT & SLABS AT VARIOUS LOCATIONS IN WARD NO.1,2,3 & 4 OF TOWN S.F.RAHU (GOLARCHI) (REMAINING WORK OF SCHEME NO.76)

S.No	Item		Qty	Rate	Units	1	mount
					er structure including de		
					avated earth watering &	:	
			in ordinary so		18, P-04).		
• •	1989.00	Cft	@ Rs.	3176.25	P‰ Cft	Rs.	6318.00
			ng ro <mark>ad metal</mark>	ling. (GSI: N	o. 51,P-13)		
~ -	1491.75	Cft	@ Rs.	605.00	P% Cft	Rs.	9025.00
		c in four	ndation and p	linth in ceme	nt sand mortor ratio.(1:4)	
	: 4, P-20)						
• ./	2058.0	Cft	@ R s.	12501.41	P% Cft	Rs.	257279.00
					hing and curing complete		
		ashing	of stone aggi	regate withou	t shuttering ratio (1:2:4)	•	
(G SI: 5,	P-16)						
• •	117.00	Rft	@ Rs.	14429.25	P% Cft	Rs.	16882.00
Ratio 1:							
~ •	497.25	Rft	@ Rs.	11288.75	P% Cft	Rs.	56133.00
5. Ceme	nt plaster 1:	:4 upto	20'highet ½ "	thick. (GSI: 1	No:11 P-52).		
Qty:	2489.5	Sft	@ Rs.	2283.93	P% Sft	Rs.	56858.00
6. R.C.C	c work i/c a	II Labo	ur & material	except the co	ost of steel reinforcemen	:	
and its l	abour for be	ending a	and binding v	vhich will be	paid separately. This rate	;	
also i/c	all kinds of	forms	would lifting	shuttering i/o	screening & washing or	-	
single (a)RC work	in roof	slab beams c	olumns rats l	intels and other structure	;	
members	s laid in site	in all r	espect ratio (1	l:2:4). (GSI: 1	No: 6, P-17)		
Qty:	862.00	Cft	@ Rs.	337.0	P Cft	Rs.	290494.00
			\		nent concrete i/c cutting	173.	270474.00
bending	laying in p	•					
(also inc	ludes remov	val rust	from bars) (C	SI: No: 7, P-	17)		
-	30.79	Cwt.	@ Rs.	5001.70	P Cwt	Rs.	153981.00
					Total	Rs.	846970.00

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(19) Providing laying, jointing and testing PVC Pipe Distribution System in

Town S.F.Rahu (Remaining Work of Scheme No.79)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.
- NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per previsions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

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

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

Clause – 2: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) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Procuring Agency/Engineer may invite fresh bids for remaining work.

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

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

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

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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 appreval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subor linate-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 workranship 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 rotice of his intention to use a third party to correct a defect. He may rectify or remove,

and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

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

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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.

Contractor

- (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 expiry of three months from the date on which the work is completed.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi) (b). Brief Description of Works: S.#(19) Providing laying, jointing and testing PVC Pipe Distribution System in Town S.F.Rahu (Remaining Work of Scheme No.79) (c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near Press Club, Shaheed Fazil Rahu (Golarchi), District Badin. (d). Estimated Cost: Rs: 2900000/-(e). Amount of Bid Security: Rs: 58000/-(f). Period of Bid Validity (days): 90 days (g). Security Deposit: (including bid security):- Rs:290000/-(h). Percentage, if any, to be deducted from bills: 17.5% (i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non response the tenders will be received on 08-10-2015 up to 02:00 P.M (j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M. in case of non response the tenders will be opened on 08-10-2015 at 03:00 P.M (k). Time for Completion from written order of commence: 3 Months (L). Liquidity damages: NIL (m). Deposit Receipt No: _____ Date: _____Amount:_

TOWN OFFICER

T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ASSISTANT EXECUTIVE ENGINEER

T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligibility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
1	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: PROVIDING LAYING, JOINTING AND TESTING PVC PIPE DISTRIBUTION SYSTEM IN TOWN S.F.RAHU (REMAINING WORK OF SCHEME NO.79)

S.No	Ite	ems	Qty	Rate	Units	5	An	iount
1) Dism	entalling a	nd removing	Road mettli	ng (GSINC	D: 51 P-14)	_	·	
2) Proveutting,	fitting and	4800.0 C pipe of cl l jointing with 61 meter or 20	n Z joint wit	th one rub	ake) fixing ber rings i/d	in tre		29040.00
	<u>8" di</u>	<u>a</u>				:		
(Qty:	1580.0	Rft	@ Rs.	402.00	P.I	Rft Rs.	635160.00
	<u>6" di</u>							
(Qty:	2000.0	Rft	@ Rs.	262.00	P.I	Rft Rs.	524000.00
(<u>4" di:</u> Qty:	<u>a</u> 2000.0	Rft	@ Rs.	137.00	, P.I	Rft Rs.	274000.00
	3" dia		141	w ru.	137.00	1.1	KII KS.	274000.00
(Qty:	2000.0	Rft	@ Rs.	90.00	P.I	Rft Rs.	180000.00
grade, c directed tempora	utting join by Engir ry crossing	ent & shape let holes & dis neer In-Charge for none vehous to one chain (sposal of su ge. Providin nicular traffic	rplus earth ig fence ; c where ev	n within in gurads ligh ver required	one cl ts fleg	nain as gs and	
4) P.V.C i) Bend '		71120.0 itting (S.M.I 1	Cft No. 18, P-11	_	3600.00	Р%•	Cft Rs.	256032.00
	Qty: 6" dia	3.0	Nos	@ Rs.	3038.00	Ea	ch Rs.	9114.00
(Qty: 4" dia	3.0	Nos	@ Rs.	1913.00	Ea	ch Rs.	5739.00
(Qty: 3" dia	3.0	Nos	@ Rs.	956.00	Ea	ch Rs.	2868.00
ii) Ben l	Qty: 45°	6.0	Nos	@ Rs.	731.00	Ea	ch Rs.	4386.00
(8" dia Qty: 6" dia	1.0	Nos	@ Rs.	3038.00	Ea	ch Rs.	3038.00
(o dia Qty: 4" dia	3.0	Nos	@ Rs.	1913.00	Ea	ch Rs.	5739.00
(Qty: 3" dia	3.0	Nos	@ Rs.	956.00	Eac	ch Rs.	2868.00
	Qty:	6.0	Nos	@ Rs.	731.00	Eac	ch Rs.	4386.00
	Qty:	2.0	Nos Pag	@ Rs. e 1 of 3	2924.00	Ea	ch Rs.	5848.00

Tee 6"x6"x8"					•		
Qty:	2.0	Nos	@ Rs.	1800.00	Each	Rs.	3600.00
Tee 4"x4"x3"							
Qty:	4.0	Nos	@ Rs.	1181.00	Each	Rs.	4724.00
Tee 3"x3"x3"							
Qty:	4.0	Nos	@ Rs.	900.00	Each	Rs.	3600.00
iv) P.V.C Socket (S 8" dia	S.M.I No. 18(11	1), P-113)					
Qty:	3.0	Nos	⊘ Ds	2925.00	Each	Rs.	8775.00
6" dia	5.0	1403	w Ks.	2923.00	Each	NS.	6//3.00
Qty:	10.0	Nos	@ Rs.	1575.00	Each	Rs.	15750.00
4" dia			O 1-2-	2010100		1.0.	10,00,00
Qty:	9.0	Nos	@ Rs.	1125.00	Each	Rs.	10125.00
3" dia			-		4		
Qty:	25.0	Nos	@ Rs.	405.00	Each	Rs.	10125.00
v) End Plug (S.M.I							
Qty:	12.0	Nos	@ Rs.	382.00	Each	Rs.	4584.00
vi) Reducer (S.M.I:	: No16, P-28)						
12"x8"	2.0	Nos	⊘ Do	7262.00	Each	Ď.	14524.00
Qty: 8"x6"	2.0	NOS	w Ks.	7262.00	Each	Ŕs.	14324.00
Qty:	2.0	Nos	@ Rs	3002.00	Each	Rs.	6004.00
6"x4"	2.0	1105	(6) 10.	2002.00			vvo nu
Qty:	4.0	Nos	@ Rs.	1866.00	Each	Rs.	7464.00
4"x3"							
Qty:	6.0	Nos	@ Rs.	1258.00	Each	Rs.	7548.00
5) (i) C.I Sluice		pattren (Test Pre	essure 21.0	Kg/sq.inch)		
(imported) (SMI N	o.2, P-97)						
8" dia							
Qty:	1.0	No	@Rs.	17940.00	Each	Rs.	17940.00
6" dia			O				
Qty:	2.0	No	@ Rs.	9360.00	Each	Rs.	18720.00
4" dia			•				
Qty:	4.0	No	@Rs.	5460.00	Each	Rs.	21840.00
3"dia			J				
Qty:	4.0	No	@ Rs.	4290.00	Each	Rs.	17160.00
(ii) Short Pieces (S	MI No.9, P-10	1)					
8" dia							
Qty:	5.0	No	@ Rs.	1056.25	Each	Rs.	5281.25
6" dia					, 	_	1000.00
Qty:	2.0	No	@ Rs.	618.75	'Each	Rs.	1238.00
4" dia	4.0	3.7	○ D -	407.50	Cook	D.	1050.00
Qty:	4.0	No	@ Rs.	487.50	Each	Rs.	1950.00
3" dia	5 N	No	@ Rs.	375.00	Each	Rs.	1875.00
Qty: 6) Reffling the exc	5.0						10/2/00
to full compaction				100 110 Matci			
to fun compaction	on complete (_	*****
Qty:	68328.0	Cft	@ Rs.	2760.00	P‰ Cft	Rs.	188585.00
~ •							

7) Providing Chamber 3'x2' (915x615mm) inside diamension 4 1/2'(1372mm) deep as per approved design for sluice value 3" to 12" dia with 18" (457 mm) dia inside cost iron cover and frame (PHSI No.1, P-49)

No

4.0

Qty:

8) Making joints to	C.I/M.S flan	ged pipes ar	nd specials	(PHSI No.1	, P-40)		
8" dia					4		
Qty:	2.0	No	@ Rs.	940.00	Each	Rs.	1880.00
6" dia							
Qty:	2.0	No	@ Rs.	938.00	Each	Rs.	1876.00
4" dia							
Qty:	4.0	No	@ Rs.	513.00	Each	Rs.	2052.00
3" dia							
Qty:	3.0	No	@ Rs.	499.00	Each	Rs.	1497.00

@ Rs. 18820.00

Each

Rs.

75280.00

9) Making Joints to PVC specials fitting for laying of specials & cost of solvent cement of required dia meter & testing the joints along with PVC pipe line "B", "C" & "D" desire to the specified pressure & making good to all leaky joints etc complete (PHSI No.2, P-35)

.,,				-		Total	Rs.	2399144
Qty:	<u>3 ula</u>	25.0	Nos	@ Rs.	59.00	Each	Rs.	1475.00
	3" dia							
Qty:	<u>4" dia</u>	9.0	Nos	@ Rs.	70.00	Each	Rs.	630.00
Qty:		4.0	Nos	@ Rs.	96.00	Each	Rs.	384.00
	<u>6" dia</u>							
Qty:		4.0	Nos	@ Rs.	110.00	Each	Rs.	440.00
	<u>8" dia</u>							

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

of

Town Committee
Shaheed Fazil Rahu (Golarchi)

Name of Work

S.#(20) Construction of Surface Drain along with Karachi-Badin Road North Side
(Remaining Work of Scheme No.68)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

 NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have vaid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of ite ns with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be

liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

ASSISTANT EXPCUITIVE ENGINEER Γ.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

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 Engireer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

Clause - 2: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 centractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the
- (B) The Administrator, Town Committee, Shaheed Fazil Rahu (Golarchi) 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 Administrator, Town Comnittee, Shaheed Fazil Rahu (Golarchi), the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

Claus: 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

Clause - 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the con ractor 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 so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

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

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subor-linate-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 works tanship 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 rotice 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 n ay be at the risk and expense in all respects of the contractor.

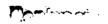
(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If my 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 thereo; 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 Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or up rooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the 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 employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the 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 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 a nount 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.

Contractor

- (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 wo-k/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 expiry of three months from the date on which the work is completed.

A.SSISTANTEXÉÇUTIVE ENGINEER T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER
T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI)

BIDDING DATA

(a). Name of Procuring Agency: Town Committee, Shaheed Fazil Rahu (Golarchi)

(b). Brief Description of Works: S.#(20) Construction of Surface Drain along with Karachi-Badin

Road North Side (Remaining Work of Scheme No.68)

(c). Procuring Agency's address: Ward No.4, alongwith Golarchi-Ahmed Rajo Road, Near

Press Club, Shaheed Fazil Rahu (Golarchi), District Badin.

(d). Estimated Cost: Rs: 2000000/-

(e). Amount of Bid Security: Rs: 40000/-

(f). Period of Bid Validity (days): 90 days

(g). Security Deposit: (including bid security):- Rs:200000/-

(h). Percentage, if any, to be deducted from bills: 17.5%

(i). Deadline for submission of Bids along with time: 22-09-2015 up to 02:00 P.M. in case of non

response the tenders will be received on

08-10-2015 up to 02:00 P.M

(j). Venue, Time, and Date of Bid Opening: 22-09-2015 at 03:00 P.M, in case of non response the

tenders will be opened on 08-10-2015 at 03:00 P.M

(k). Time for Completion from written order of commence: 3 Months

(L). Liquidity damages: NIL

(m). Deposit Receipt No: _____ Date: _____ Amount: ___

ASSIS FANT EXECUTIVE ENGINEER T.C. S.F.RAMU (GOLARCHI)

TOWN OFFICER

ADMINISTRATOR T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

OFFICE OF THE TOWN COMMITTEE S.F.RAHU (GOLARCHI)

Eligioility/ Qualification Criteria:

S.No	Eligibility/ Qualification Criteria
-	NTN
2	Sales Tax Registration
3	Registration with Sindh Revenue Board (SRB) (if applicable)
	Qualification Criteria:
-4	Minimum three year's experience of relevant filed.
5	Turnover of at least last three years (Bank state, Tax Returns, Audited
	Balance Sheets, etc)
6	Required Bid Security is attached
7	Bid is signed, named and stamped by the authorized person of the firm
	along with Authorization letter.

ASSISTANT EXECUTIVE ENGINEER
T.C. S.F.RAHU (GOLARCHI)

TOWN OFFICER T.C. S.F.RAHU (GOLARCHI) T.C. S.F.RAHU (GOLARCHI)

ADMINISTRATOR

SCHEDULE "B"

Name of Work: CONSTRUCTION OF SURFACE DRAIN ALONG WITH KARACHI-BADIN ROAD NORTH SIDE (REMAINING WORK OF SCHEME NO.68)

S.No	Items	Qty	Rate	Units		Amount	
deg bel	avation in foundat lling dressing refill ning Lead upto 5fe	ing arround st	tructure with	excavated earth	_		
Qty:	9563.00 Cft	@ Rs.	3176.25	P‰ Cft		Rs.	30374.00
2. Dism Qty:	nentalling & reman 60 Cft	ing road metal @ Rs.	lling. (GSI: N 605.00	o. 51,P-13) P% Cft		Rs.	363.00
	ment concrete plate i/c screening a :4:8)						
Qty: ratio (1	1634.00 Cft	@ Rs.	11288.75	P% Cft		Rs.	184458.00
Qty:	540.60 Cft	@ Rs.	14429.25	P% Cft		Rs.	78005.00
	a brick work in for o: 4, P-20)	undation and p	olinth in ceme	ent sand mortor ra	tio.(1:4)		
Qty:	6030.00 Cft ent plaster 1:4 upto	@ Rs. 20'highet ½ '	12501,41 "thick. (GSI: 1	P% Cft No:11 P-52).		Rs.	753835.00
labour f kinds of in roof	11400.0 Sft C work i/c all Labour for bending and bind f forms would lifting slab beams columns ratio (1:2:4). (GSI: N	ding which will shuttering i/c s rats lintels and	l be paid separ screening & wa	rately. This rate al ashing of single (a)	nt and its so i/c all RC work	Rs.	2603€8.00
bending	307.00 Cft rication of mild s g laying in position cludes removal rus	n making joint	ts & fasteninį	g i/c cost of bind	cutting	Rs.	103459.00
Qty:	10.96 Cwt.	@ Rs.	5001.70	P Cwt		Rs	54840 00
					Total Rs.		1465702.00

TERMS AND CONDITIONS.

- Any errer or ommission in description of items Quantity and units will be governed by relevent schedule of rates and relevents rate anlysises.
- The decision of the Administrator, Town Committee, S.F.Rahu (Golarchi) will be final and binding on all the parties in any shape.
- 3 The rate schedule be inclusive of all taxes.
- 4 No premuim allow on be non schedule items.
- 5 No seprate carriage will be paid.

CONTRACTOR

ASSISTANT EXÉCUTIVE ENGINEER
T.C S.F.RAHU (GOLARCHI)

ADMINISTRATOR T.C S.F.RAHU (GOLARCHI)