

**BIDING DOCUMENTS**  
**FOR THE DEVELOPMENT WORKS**

Name of Work :

**Construction of Compound Wall and Jogging Track Near Social Welfare High School Park M.C Shahdadt (Under O.Z.T Funds).**

**N.I.T Serial No. 01**

**Estimated Cost Rs:9,92,941/-**

## “ELIGIBILITY CRITERIA”

**NAME OF WORK: CONSTRUCTION OF COMPOUND WALL AND JOGGING TRACK NEAR SOCIAL WELFARE HIGH SCHOOL PARK M.C SHAHDADKOT (UNDER O.Z.T FUNDS).**

**TENDER COST: 0.992 MILLIONS**

### NOTICE INVITING TENDER AND BIDDING DOCUMENTS OF THIS METHOD SHALL CONTAIN THE FOLLOWING ELIGIBILITY CRITERIA.

1. A complete set of pre-qualification documents may be purchased from office of the Municipal Committee Shahdadkot District Kamber-Shahdadkot on submission of a written application alongwith non-refundable tender fee Rs:500/- (non refundable) till / /2015 on 12:00 am and received back on / /2015 till 01:00 pm and opened on same day at 2:00 pm.
2. Company Profile / Brusher.
3. List of works of similar nature and size for each performed in last 3 years.
4. Construction Equipment.
  - i. Mixture Machine 01 Nos:
  - ii. Hand Trollies 05 Nos:
  - iii. Vehicles for Transpiration of Material 02 Nos:
  - iv. Hoes, Spades and other necessary equipments.
5. Bank Turn-over of last 03 years at least 10.00 millions.
6. Experienced Technical Staff:
  - i. Sub-Engineer
  - ii. Supervisor
  - iii. Work Mistari
  - iv. And other lower staff.
7. Valid Registration Certificate of Federal Board of Revenue (FBR) for Income Tax / Sales Tax.
8. Valid Registration Certificate of Sindh Revenue Board (SRB).

SCHEDULE "B"

**NAME OF WORK** CONSTRUCTION OF COMPOUND WALL AND JOGGING TRACK NEAR SOCIAL WELFARE HIGH SCHOOL PARK M.C SHAHDADKOT.

**HEAD OF ACCOUNT** O.Z.T

QTY: SNO:	ITEM OF WORK	RATE	UNIT	AMOUNT
1.	Dismantling brick work in lime or cement mortar (GSI No:11 P-10)			
2625.00 Cft	@ Rs.1285/63	P%Cft		Rs.3,375/00
2.	Excavation in foundation of building bridges and other structure i/c dag belling dressing refilling around the structure with excavated earth watering ramming lift upto 5 ft and lead upto on chain (in ordinary soil) etc (GSI No. 18 P/4)			
2145.00 Cft:	@ Rs. 3176/25	P%oCft		Rs.6811/00
3.	Cement concrete brick or stone blast 1 1/2 " to 2" gauge ratio (1:4:8)			
549.00 Cft:	@ Rs.9416/28	P% Cft		Rs.51695/00
4.	Pucca Brick work in foundation and plinth in cement sand mortar (1:6 ) (GSSI No:4 (i) P/20)			
1865.00 Cft	@ Rs.11948/36	P%Cft		Rs.222837/00
5.	Damp proof course with (cement and shingle concrete 1:2:4) i/c 2 coats of asphalt mixture (CSI No:28 (c)P-18) 3" thick.			
276.00 sft:	@ Rs.4982/18	P% Sft		Rs.13751/00
6.	Pucca Brick work other than building 1:6 .....(CSI No:5 (e) P-20)			
1167.00 Cft	@ Rs.12346/65	P%Cft		Rs.144085/00
7.	Cement plaster 1/2" thick upto 12" ft height in cement sand mortar (1:5) (GSINo.12/b P/51)			
4757.00 Sft.	@ Rs.2241/80	P% Sft		Rs.10664/00
8.	Cement plaster 1/2" thick upto 12" ft height in cement sand mortar (1:4) (GSINo.11/a P/51)			
4757.00 Sft.	@ Rs.2197/52	P% Sft		Rs.10454/00
9.	Cement pointing sturck jointing on walls 1:2 (CSI No:19/a P-52)			
300.00 Sft.	@ Rs.1287/44	P% Sft		Rs.3862/00
10.	Making and fixing steel grated door with 1/16" sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" squire bars 4" centre to centre with locking arrangements (CSI No:24 P-91)			
121.00 Sft.	@ Rs.726/72	P Sft		Rs.87933/00

11. Cement Concrete Plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without etc complete (1:2 4) GSINO.5 P/15)

**38.00 Cft. @ Rs. 14429/25 P% Cft Rs.5483/00**

12. Supplying and fixing in position iron / steel grated of 3/4" x 1/4" size plate iron of approved design i/c painting 3 coats etc complete (weight not to be less than 3.71 lbs / sq: ft: of finished grill) (CSI No:26 P-92)

**250 00 Sft. @ Rs.180/50 P Sft Rs.45125/00**

13. Erection and removal of centering for R.C.C or Plain C.C Work of Partal Wood 1<sup>st</sup> Class (Vertical) (GSI No:19 P-17)

**100.00 sft. @Rs:3127.41 P%Sft. Rs:3127/00**

14. White washing of 2 coat (GSI No:26-b P-53)

**5057.00 Sft. @Rs:425/84 P% sft. Rs:21534/00**

15. Color washing two coats (GSI No:25 P-53)

**5057.00 Sft. @Rs:859.90 P% sft. Rs:43485/00**

16. Preparing surface and painting of guards , bar, gates of iron gratings, railings (i/s standards breaces etc) (CSI No:05 d P-69)

**164.00 Sft. @Rs:896/39 P% sft. Rs:1470/00**

17. Supplying and filling sand under floor and plugging in walls (CSI NO:29 P-25)

**2760.00 Cft. @ Rs.1141/05 P% Cft Rs:31,493/00**

**Total Rs:7,07,184/00**

**CONDITIONS:**

- 01/- No cartage of any material will be paid separately.
- 02/- No premium will be allowed as per Non Schedule Items.
- 03/- Work shall be carried out as per PWD/PHE Specifications.
- 04/- Material such as Bajri, Hill Sand, Cement shall have to be brought by contractor from places mentioned in the estimate.
- 05/- Any error or omission in the rates unit and description will be governed by the respective of schedule.

**Contractor**



**Municipal Engineer  
Municipal Committee  
Shahdaskot**


# OFFICE OF THE MUNICIPAL COMMITTEE SHAHDADKOT


## BID EVALUATION REPORT

Name of Procuring Agency: Municipal Committee Shahdadkot  
Tender Reference No: NIT No: MC/Sdkot / dated  
Tender Description / Name of Work item: Construction of Compound Wall and Jogging Track  
Near Social Welfare High School Park M.C Sdkot:  
Method of Procurement: Single stage one envelop  
Tender Published: Uploaded on SPPRA WEBSITE No. Dated:  
Total Bid Document Sold:  
Total Bids Received:  
Technical Bid Opening date (if applicable):  
No. of Bid technically (if applicable):  
0. Bid (s) Rejected:  
1. Financial Bid Opening Date:  
2. Bid Evaluation Report: Estimated Cost Rs.9,92,941/00

No	Name of Firm or Bidder	Cost Offered by the Bidder	Ranking in terms of cost	Comparison with estimated cost	Reasons for acceptance / rejection	Remarks
	1	2	3	4	5	6
1.						
2.						

Chairman Procurement Committee  
D.C / Administrator  
M.C Shahdadkot

  
Member Procurement Committee  
Chief Municipal Officer  
M.C Shahdadkot

  
Member Procurement Committee  
Municipal Engineer  
M.C Shahdadkot

Member Procurement Committee  
Assistant Exe: Engineer  
Public Health Engineering Deptt:

Member Procurement Committee  
Assistant Exe: Engineer  
Buildings Deptt:

**OFFICE OF THE MUNICIPAL COMMITTEE SHAHDADKOT**

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# OFFICE OF THE MUNICIPAL COMMITTEE SHAHDADKOT

## INTRODUCTION

No. NIT No. MC/Sdkot/ /2015 Dated:

Notice No: MC/Sdkot/ /2015 Dated:

Bid document issued to: M/S \_\_\_\_\_

Bid document fees Rs:500/- Vide Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_

Bid Security 2% Rs: 20,000/- No. \_\_\_\_\_ Dated \_\_\_\_\_

The Municipal Committee Shahdadkot District Kamber-Shahdadkot came into existence / revised on encashment of S.L.G.A 2013 and is receiving funds from Government of Sindh in lieu of abolished OZT. Municipal Committee has planned to execute Development Programme for public welfare in accordance with annual plan and intends to invite sealed bids for the works shown in above mentioned NIT on bid documents which can be obtained from the office of Municipal Committee Shahdadkot as per schedule given below.

Name of Scheme : Construction of Compound Wall  
And Jogging Track Near Social Welfare High School Park  
M.C Shahdadkot

### TIME SCHEDULE FOR BIDS.

S. NO.	PARTICULARS	1 <sup>ST</sup> ATTEMPT	2 <sup>ND</sup> ATTEMPT
01.	Last date for obtaining bid documents form office of M.C Shahdadkot up to 12:00am		
02.	Last date for submitting bids at office of M.C Shahdadkotat 1:00 PM		
03.	Date and time Opening at Office of M.C Shahdadkot at 2:00 PM		

  
Chief Municipal Officer  
M.C Shahdadkot

# OFFICE OF THE MUNICIPAL COMMITTEE SHAHDADKOT

NO. MC/Sdkot/

2015

DATED:

## **NOTICE INVITING TENDER / SEALED BID EXTENSION IN TIME**

Sealed bids according to single stage one envelop procedure are invited from all intending contractors / parties for work shown as per revised programme the blank Bid Documents can be obtained from the office of Municipal Committee Shahdadtot any working day upto \_\_\_ / \_\_\_ /2015 at 12:00 am from date of publication on payment of Bid documents / tender fee (non-refundable) of Rs:500/- in shape of DR/Pay order in favour M.C Shahdadtot.

Each bid must accompany the 2% Bid security as mentioned below in shape of deposit at call in favour of Town Committee Qubo. In complete over written conditional tenders shall not be entertained.

Bid documents will be received back duly filed on \_\_\_ / \_\_\_ /2015 up to 1:00 PM in the office and will be opened on the same day \_\_\_ / \_\_\_ /2015 at 2:00 PM in presence of tender opening Committee and available parties or their representative. "In case of Holiday and unforeseen circumstances on opening date the bids shall be submitted and opened on next working day and at same time at 11:00 PM and 12:00 PM respectively. Other terms and conditions remain same". In case of un-responded tender / Bid document, the same will be issue upto \_\_\_ / \_\_\_ /2015 and received back duly filed on \_\_\_ / \_\_\_ /2015 upto 12:00 PM and opened at 1:00 PM.


The bidders shall submit the information / documents viz bidders profile, performance certificate in last 3/5 years for works of similar nature and size for each, construction equipment, Qualification and experience of technical, personal and key site management, financial statement of last 3 years, information regarding litigations and abandoned works if any, Pakistan Engineering Council (PEC) in appropriate category for value of works for the contracts costing above Rs.4.00 (M).

The procuring agency may reject all or any bid subject to the relevant provision of SPPRA rules 2010 ammended 2013,

  
Chief Municipal Officer  
M.C Shahdadtot

### **Copy forwarded for information:-**

- The Secretary to the Government of Sindh Local Government, RDD & HTP Department Karachi.
- The Director Information Advertisement Karachi.
- The Director Sindh Public Procurement Regularity Authority, Karachi with a request to hoist the NIT on SPPRA website.
- The Director, Local Government, Hyderabad Division.
- The Deputy Commissioner, District Kamber-Shahdadtot.
- The Assistant Director Local Governmen District Kamber-Shahdadtot.
- Notice Board.

  
Chief Municipal Officer  
M.C Shahdadtot



## PART-III

### INSTRUCTION FOR BIDDERS

#### GENERAL

- IB.1 SCOPE OF BID 1.1 The M.C Shahdadkot intends to invite scaled bids for Development works mentioned in the Invitation of bids notice as well as in part I (Introduction) through single stage one envelop procedure as per SPPRA Rules 2013.
- IB.2 SOURCE OF BID 2.1 The Municipal Committee is receiving funds from Government of Sindh in lieu of abolished OZT and from own source against which an amount of Rs. Millions is allocated for Development in Budget of Financial Year 2014-2015.
- IB.3 ELICIBLE BIDDERS 3.1 The bidder shall submit the information / documents.
- i) Certificate of Pakistan Engineering Council (PEC) for the year 2014 in appropriate category for value of works for the contractors costing above Rs. 4.0(M).
  - ii) Bidder Profile.
  - iii) Performance certificate in last 3/5 years for works of similar nature and size.
  - iv) Construction Equipment.
  - v) Qualification and experience of technical personal and key site management.
  - vi) Financial statement of last 3 years.
  - vii) Information regarding litigation and abandoned works if any.
- IB.4 COST OF BIDDING 4.1 The bidders shall bear all cost associated with the preparation and submission of its bid and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rule 24 & 25) of 2010
- IB.5 CONTENTS OF BIDDING 5.1 In addition to invitation of Bids, the Bidding Documents are those stated below and should be read in conjunction with any addendum.
- i) Instruction of contract and contract data.
  - ii) Introduction, Form of Bid and schedule of price / bill of quantities.
  - iii) Conditions of Contract.

- iv) Standard Forms. Form of agreement.
- IB.6 LANGUAGE OF BIDDING 6.1 The bid prepared by the bidders as well as correspondence and documents relating to the bid exchange by the bidder and procuring agency, shall be written in English, Sindhi, Urdu language.
- IB.7 BID SECURITY 7.1 The bid security is required to protect the procuring agency against the risk of bidders conduct, which would warrant the security forfeiture. The bid security shall be denominated in the currency of the bid.
- (a) The bid security 2% of estimated cost, be in form of demand draft / call deposit issued by scheduled bank in Pakistan in favour of M.C Shahdadt.
- (b) Be submitted in its original form, copies will not be accepted.
- (c) Remain valid for period of at least 28 days beyond any extended period of bid validity.
- 7.2 Bid security shall be released to the un-successful bidders once the contract has been signed with successful bidder or the validity period has expired.
- 7.3 The successful bidder's bid security shall be retained till successful Completion of contract and maintenance period if any.
- 7.4 The Bid security may be forfeited.
- (a) If a bidder withdraw its bid during the period of bid validity.
- (b) In case of a successful Bidders, if the bidder fails.
1. To sign the contract in accordance with terms and conditions mentioned in bid document.
2. If a bidder does not accept the correction of his bid price.
- IB.8 VALIDITY OF BIDS 8.1 Bid shall remain valid for the period stipulated in the Bidding data after the date of bid opening.
- 8.2 In exceptional circumstances, the procuring agency may solicit the bidder's consent to extension of the period of validity. The request the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

- 8.3 The bid shall be prepared an original and number of copies of the bid indicated in the Bid Date clearly making each "ORIGINAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 8.4 The original and copy of copies of the bid shall be typed or written in indelible ink shall be signed by the Bidder to the literature, shall be initiated by the person of persons signing the bid.
- 8.5 Any interlineations, erasures or over writing shall be valid only if they are initiated by the person signing the bid.

Submission of Bids

IB.9 SEALING AND MAKING OF BIDS

- 9.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes shall "ORIGINAL BID" and "ONE COPY". The inner and outer envelopes shall be addressed to the procuring agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE'----- at 1:00 PM.
- 9.2 If the outer envelope is not sealed and marked as required the procuring agency assume no responsibility for the bid's misplacement of premature opening.

10. DEADLINE FOR SUBMISSION OF BID

- 10.1 Bids must be received by the procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data sheet.
- 10.2 The procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in such case all rights and obligations of the procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11. LATE BIDS

- 11.1 Any bids received by the procuring agency after the deadline for submission of bids prescribed by the procuring agency shall be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 The bidder may modify or withdraw its bids after the Bid's submission, provided the written notice of the modification, the procuring agency prior to the deadline prescribed for submission of bids.
- 12.2 No bid may be modified after the deadline for submission of bids.

12.3 No bid may be withdraw in the interval between the deadline for submission of bids and the expiry of the period of bids validity withdrawal of a bid during the interval may result in the Bidder's forfeiture of its bid security.

*Opening and Evaluation of Bids*

13. OPENING BIDS  
BY THE  
PROCURING  
AGENCY

13.1 The procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data sheet. The bidder's representatives who are present shall sign a register / attendance sheet evidencing their attendance.

13.2 The bidder's name, bid modification or withdrawal, bid prices, discount and the presence or absence of requisite bid security and such other details as the procuring agency, at its discretion, may consider appropriate, will be announced at opening.

14. CLARIFICATION  
OF BIDS

14.1 During evaluation of the bids, the procuring agency may, at its discretion, as the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices of substance of the bid shall be sought offered or permitted.

15. PRELIMINARY  
EXAMINATION

15.1 The procuring agency shall examine the bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

15.2 Arithmetical errors will be rectified on the following basis. If there is discrepancy the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidders does not accept the correction of the errors, its bid will be rejected and its bid security may forfeited. If there is a discrepancy between words & fingers, the amount in words will prevail.

15.3 Prior to the detailed evaluation, the procuring agency will determine the substantial responsiveness of each bid to the bidding document. A substantially responsive bid is one which confirm to mall the term and conditions of the bidding document without material deviation.

Procuring agency's determine of bid's responsiveness is to be based on the contents of the bid itself.

15.4 If a bid is not substantially responsive, it will be rejected by the procuring agency and ay not subsequently be made responsive by the bidder by correction of nonconformity.

16. EVALUATION  
AND  
COMPARISON  
OF BIDS

16.1 The procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.

16.2 The procuring agency's evaluation of a bid will be on delivery to consignee's and inclusive of all taxes, stamps, duties, levies, fees, installation and integration during the period of execution of the contract.

1 CONTACTING  
THE  
PROCURING  
AGENCY

17.1 No bidder shall contract the procuring agency on any matter relating to its bid, form the time of the bid opening to the time the announcement of bid evaluation report. If the bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

17.2 Any effort by a bidder to influence the procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection the bidder's bid.

PART-III

INSTRUCTION FOR BIDDERS

<b>A</b>	Name of Procuring Agency	Municipal Committee Shahdadkot
<b>B</b>	Brief of Work	Construction of Compound Wall and Jogging Track
<b>C</b>	Procuring Agency's Address	Municipal Committee Shahdadkot
<b>D</b>	Estimated Cost	Rs.9,92,941
<b>E</b>	Amount of Bid security in %age of bid amount / estimated cost equal to 10%	2% Rs.20,000/-
<b>F</b>	Period of Bid validity (days) Nor more than NINETY Days	20 Days
<b>G</b>	Deadline for submission of bid along with time	As per NIT
<b>H</b>	Venue, time and date of Bid Opening Liquidity damages 0.5% of estimated cost or bid	
<b>I</b>	Cost per day of delay but total not exceeding 10%	
<b>J</b>	Deposit receipt No. date amount (in words and figures)	(i) Call deposit Rs: No. Dated:  (ii) Bid documents fee Rs. 500/= vide No. Dated:
<b>K</b>	Liquidity damage 0.05% and 0.10% per day maximum of 10 % of bid cost	

PART-IV *Authority issuing bid document*  
**FORM OF BID**  
**(LETTER OF OFFICER)**

Bid Reference No.

Name of Work:

To,

The Chief Municipal Officer,  
Municipal Committee,  
Shahdaskot.

Gentlemen,

1. Having examined the Bidding Document including Instructions of Bidders, Bidding Data, Conditions of contract, Contract Data specifications, drawing, if any schedule of prices / Bill of Quantities and Addenda No. \_\_\_\_\_ for execution of above named works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the Laws of Pakistan hereby offer to execute and complete such works and remedy any defects there in conformity with the said Documents including Addenda there to for the Total Bid Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said documents.
2. We undersigned that all the schedule attached here to form part of this Bid.
3. As security for due performance of the undersigned and obligation of this Bid, we submit herewith a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the works and to deliver and complete the works comprised in the contract within the time (s) stated in contract Data.
5. We agree to abide by this Bid for the period of we agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
6. Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We do hereby declare that Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signature of Bidder with Seal \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

Name and Address:



PART-IV

Scheduled of Bid

**OFFICE OF THE MUNICIPAL COMMITTEE SHAHDADKOT**

Name of Work: Construction of Compound Wall and Jogging Track  
Near Social Welfare High School Park M.C Shahdadkot.

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

**BILL OF QUANTITIES**

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

Item No.	Quantity	Description of Items to executed at Site	Rate	Unit	Amount in Rupees

I, M/S \_\_\_\_\_ do

Hereby quotes the rate \_\_\_\_\_% above the rates

Of CSF in word: (\_\_\_\_\_)

Be added / deducted on the basis of Premium quoted.

Rs. \_\_\_\_\_

Total Rs. \_\_\_\_\_

Total (a) Rs. \_\_\_\_\_

Total (b) Rs. \_\_\_\_\_

Grand Total Rs. \_\_\_\_\_

CONTRACTOR

ENGINEER / PROCURING AGENCY



**PART-IV**

Scheduled of Bid

**OFFICE OF THE MUNICIPAL COMMITTEE SHAHDADKOT**

Name of Work: Construction of Compound Wall and jogging track near social welfare high school park M.C Shahdadkot. (Under O.Z.T Fundss)

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

**BILL OF QUANTITIES**

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

Item No.	Quantity	Description of Items to executed at Site	Rate	Unit	Amount in Rupees

**TOTAL AMOUNT**      **RS.** \_\_\_\_\_

Amount in Words: ( \_\_\_\_\_ )

**CONTRACTOR**

**ENGINEER / PROCURING AGENCY**

PART-V

CONDITION OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the contract as defined below, the words and expression defined shall have the following meaning assigned to them, except where the context requires otherwise:

**The Contract**

- 1.1.1 "Contract" means the contract agreement and the other documents listed in the contract data.
- 1.1.2 "Specification" Means the documents as listed in the contract data, including procuring agency's requirements in respect of design to be carried out by the contractor (if any) and any variation to such documents.
- 1.1.3 "Drawing" Means the procuring agency's drawing of the works as listed in the contract data and any variation to such drawing.

**Persons**

- 1.1.4 "Procuring agency" Means the person named in the contract data and the legal successors in title to the person, but not (except with the consent off the contractor) any assignee.
- 1.1.5 "Contractor" Means the person named in contract data and the legal successors in title to this person but not (except with the procuring agency) any assignee.
- 1.1.6 "Party" Means either the procuring agency or the contractor.

**Data, Time and Period**

- 1.1.7 "Commencement date" Means the date fourteen (14) days after the date of contract comes into effect or any other date mentioned in the contract data.
- 1.1.8 "Day" Means a calendar day.
- 1.1.9 "Time for completion" Means the time for completing the work as stated in the contract data (or as extended under sub-clause 7.3) calculated from the commencement date.

**Money and Payments**

- 1.1.10 "Cost" Means all expenditure properly incurred (or to be incurred) by the contractor whether on or off the site including overheads and similar charges but not include any allowance or profit.

**Other Definition**

- 1.1.11 "Contractor's Equipment" Means all machinery, apparatus and other things required for the execution of the works but does not include materials or plant intended to form part of the works.
- 1.1.12 "Country" means The Islamic Republic of Pakistan.
- 1.1.13 "Force Majeure" Means an event of circumstances which make performance of a part's obligation illegal or impracticable and which is beyond the party's reasonable control.
- 1.1.14 "Materials" Means things of all kinds (other than plant) to be supplied and incorporated in the works by the contractor.

- 1.1.15 "Plant" Means the machinery and apparatus intended to form or forming part of the works.
- 1.1.16 "Site" means the places provided by the procuring agency where the works are to be executed and any other places specified in the contract as forming part of the site.
- 1.1.17 "Variation" Means a change which is instructed by the Engineer / Procuring Agency under Sub-Clause 8.1.
- 1.1.18 "Works" Means any or all the works whether supply, installation, construction etc. and design (if any) to be performed by the contractor including temporary works and any variation thereof.
- 1.1.19 "Engineer" Means the person notified by the procuring agency to act as Engineer for the purpose of the contract and named as such in contract data.

## **2. THE PROCURING AGENCY**

### **2.1 Provision of site**

The procuring agency shall provide the site and right of access thereto at the times stated in the contract data.

**Site Investigation reports** are those that were included in the bidding documents and are factual and interpretative report about the surface and subsurface condition at the site.

### **2.2 Engineer's / procuring Agency's Instructions**

The contractor shall comply with all instructions given by the procuring agency of the Engineer, if notified by the procuring agency, in respect of the works including the suspension of all or part the works.

### **2.3 Approvals**

No approval or consent or absence of comments by the Engineer / Procuring Agency shall affect the contracts obligation.

## **3. ANGINNER'S / PROCURING AGENCY REPRESENTATIVES**

### **3.1 Engineer's / Procuring Agency representatives**

The name and address of Engineer's / procuring Agency's representatives is given in contract data. However the contractor shall be notified by the Engineer's / Procuring Agency's the delegated duties and authority before the commencement of works.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The contractor shall carry out the works properly and in accordance with the contract. The contractor shall provide all supervision, labour, material, plant and contractor's equipment which may be required.

### **4.2 Contractor's Representative**

The contractor shall appoint a representative at site on fulltime basis to supervise the execution of work and to receive instruction on behalf of the contract but only after obtaining the consent of

procuring agency for such appointment which consent shall not be withheld without plausible reasons by the procuring agency. Such authorized representative may be substituted / replaced by the contractor at any time during the contract period but only after obtaining the consent of the procuring agency as after said.

#### 4.3 **Subcontracting**

The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of the procuring agency.

#### 4.4 **Performance Security**

The contractor shall furnish to the procuring agency within fourteen (14) days after receipt of letter of acceptance a performance security at the option of the bidder in the form of payee's order /bank draft or bank guaranty from scheduled bank for amount of validity specified in contract data.

### 5. **TIME FOR COMPLETION**

#### 5.1 **Execution of the Work**

The contractor shall commence the work on the commencement date shall proceed expeditiously and without delay and shall complete the works subject to sub-clause 5.3 below within the time for completion.

#### 5.2 **Programme**

Within the time stated in contract data the contractor shall submit to the Engineer / Procuring Agency a programme for the works in the form stated in the contract data.

#### 5.3 **Extension of time**

The contractor shall within such time may be responsible under the circumstance notify the procuring agency / engineer of any events falling within the scope of sub-clause 8.3 of these condition of contract and request the procuring agency / engineer for the responsible extension in the time for the completion of works. Subject to the offer said the procuring agency / engineer shall determine such reasonable extension in the time for the completion to works may be justified in the light of details / particulars supplied by the contractor in connection with the such determination by the procuring agency / engineer within such period may be prescribed by the procuring agency / engineer for the same and the procuring agency may extend the time for completion as determined.

#### 5.4 **Late completion**

If the contractor fails to complete the works within the time for completion the contractor's only liability to the procuring agency for such failure shall be to pay the amount as liquidity damages stated in the contract data for each day for which he fails to complete the works.

### 6. **TAKING-OVER**

#### 6.1 **Completion**

The contractor may notify procuring agency / engineer when he consider that the works are complete.

## 6.2 **Taking-over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the contractor the procuring agency / engineer shall either takeover the completed works and issue a certificate of completion to that effect or shall notify the contractor his reasons for the taking over the works. While issuing the certificate of completion as offer said the Procuring Agency / Engineer may identify any outstanding items of works which the contractor shall undertake during the maintenance period.

## 7. **REMEDYING DEFECTS**

### 7.1 **Remedying defects**

The contractor shall for a period stated in the contractor data from the date issue of the certificate of completion carry out at no cost to the procuring agency repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specification material in the execution of works and which is identified by the procuring Agency / Engineer in written within the said period. Upon expiry of the said period and subject of the contractor's faithfully performing his afford said obligations the Procuring Agency / Engineer shall issue a maintenance certificate whereupon all obligation of the contractor under this contract shall come to an end.

Failure to remedy any such defect or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the contractor's cost. However the cost of remedying defects not attributable to the contractor shall be valued as variation.

## 8. **VARIATION AND CLAIMS**

### 8.1 **Right to Vary**

The procuring agency / engineer may issue variation in writing. Where for any reason it has not been possible for the procuring agency / engineer to issue such variation orders the contractor may confirm any verbal orders given by the procuring agency / engineer in writing and if the same are not refuted / denied by the procuring agency / engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a variation orders for the purpose of this sub-clause.

### 8.2 **Valuation of variations**

Valuation shall be valued as follows

- a) at a lump sum price agreed between the parties, or
- b) where appropriate, at rates in the contract, or
- c) in the absence of appropriate rates the rates in the contract shall be used as the basis for valuation or failing which
- d) at appropriate new rates as may be agreed or which the procuring Agency / Engineer considers appropriate or
- e) if the Procuring Agency / Engineer so instructs at day work rates set out in the contract data for which the contractor shall keep records of hours of labour and contract's equipment and materials used.

### 8.3 **Changing in quantities.**

a) if the final quantity of the works done differs from the quantity in the bill of quantities for the particular item by more than 25 percent provided the charge exceed 1 percent of the initial contract price, the procuring agency / engineer shall adjust the rate to allow for the change and will be valued as per sub clause 8.2.

b) The engineer shall not adjust rates from changes in quantities if hereby the initial contract price is exceeded by more than 15 percent, except with the prior approval of the procuring agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the bill of quantities.

## 9. **CONTRACT PRICE AND PAYMENT**

### 9.1 **Terms of Payment**

The amount due to the Contractor under any interim payment certificate issued by the Engineer pursuant to this Clause, or to any other term of the contract, shall, subject to Clause 9.2, within 60 days after such final payment certificate has been jointly verified by Procuring Agency and contractor.

### 9.2 **Interim Payment**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the contractor, the engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the contractor the procuring agency shall pay to the contractor the sum subject to adjustment for deduction of the advance payment and retention money.

### 9.3 **Retention**

Retention money shall be paid by the procuring agency to the contractor within fourteen (14) days after either the expiry of the period stated in the contract data or the remedying of notified defects or the completion of outstanding work all as referred to in sub Clause 7.31 whichever is the latter.

### 9.4 **Final Payment**

With twenty one (21) days from the date of issuance of the maintenance certificate the contractor shall submit a final account to the engineer to verify and engineer shall verify the same within fourteen (14) days from the date of submission and forwarded the same to procuring agency together with any documentation reasonably required to enable the procuring agency to ascertain the final contract value.

Within sixty (60) days of receipt of the verified final account from the engineer the procuring agency shall pay to the contractor any amount due to the contractor. While making such payment the procuring may, for reasons to be given to the contractor in writing, without any part of the verified amount.

### 9.5 **Currency**

Payment shall be in the currency stated in the contract data.



## **10. DEFAULT**

### **10.1 Default by Contractor**

If the contractor abandons the works, refuse or fails to comply with a valid instruction of the engineer / procuring agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of contract, the procuring agency may give notice referring to this sub Clause and stating the default.

If the contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of procuring agency's notice, the procuring agency may by a second notice given within a further twenty one (21) days, terminate the contract the contractor shall than demobilize from the site leaving behind any contractor's equipment which the procuring agency instructs, in the second notice, to be used for the completion of the works at the cost of the contractor.

### **10.2 Default by the Procuring Agency**

If the procuring agency fails to pay in accordance with the contract, or is, despite a written complaint in breach of contract the contractor may give notice referring to this sub-Clause and stating the default. If the default is not remediate within fourteen (14) days after the procuring agency's receipt of this notice, the contractor may suspended the execution of all or parts of the works.

If the default is not remediate within twenty eight (28) days after the procuring agency's receipt the of the contractor's notice, contractor may be a second notice given within a further twenty one (21) days, terminate the contract.

### **10.3 Payment upon Termination**

After termination, the contractor shall be entitled to payment for the unpaid balance of the value of the works executed and of the materials and plant reasonably delivered to the site, adjusted by the following:

- a) Any Sums to which the contractor is entitled under sub-Clause 10.2.
- b) Any Sums to which the procuring agency is entitled.
- c) If the procuring agency has terminated under sub-Clause 10.1 or 10.3, the procuring agency shall be entitled to a sum equivalent to twenty (20%) of the value of parts of the works not executed at the date of termination, and
- d) If the contractor has terminated under sub-Clause 10.2 the contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## **11. RISK AND RESPONSIBILITIES**

### **11.1 Contractor's care of the works**

Subject to the sub-Clause 7.1 the contractor shall take full responsibility for the care of the works from the commencement date until the date of the procuring agency's / engineer's issuance of certificate of completion under sub-Clause 6.2, responsibility shall then pass to the procuring agency.

If any loss or damage happens to the works during the above period, contractor shall rectify such loss or damage so that the works conform with the contractor.

Unless the loss or damage happens as a result of any of the procuring agency's the contractor shall indemnify the procuring agency, or his agency all claims loss damage and expense arising out of the work

#### 11.2 **Force Majeure**

If force majeure occurs, the contractor shall notify the engineer / procuring agency immediately. If necessary, the contract may suspend the execution of the works and, to the extent agreed with the procuring agency demobilized the contractor equipment.

After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the works executed and the materials and plant reasonable delivered to the site, adjusted by the following:

- a) Any Sums to which the contractor is entitled under-sub-Clause 10.1.
- b) The cost of his demobilization, and
- c) Less any sums to which the procuring agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice termination.

### 12. **RESOLUTION OF DISPUTES**

#### 12.1 **Engineer Decision**

If a dispute of any kind whatever arises between the procuring agency and the contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the engineer shall give notice of this decision to the procuring agency (Superintending Engineer) and the contractor.

Unless the contract has already been repudiated to terminated, the contractors shall, in every case, continue to proceed with the work with all due diligence, and the contractor and the procuring agency (Superintending Engineer) shall give effect forth with to every such decision of the engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

#### 12.2 **Notice of Dissatisfaction**

If a party is dissatisfaction with the decision of the engineer of consultant or if no decision is given within the time set out in sub-clause 15.1 here above, the party may give notice of dissatisfaction referring to this sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the parties who shall give effect to it without delay unless and until the decision of the Engineer / Administrator is revised by an arbitrator.

If a contractor is dissatisfied with the decision of Engineer of the Department or decision is not given in the time then he can approach Superintending Engineer / Administrator within 14 days, in case of dissatisfaction with decision of Superintending Engineer / Administrator or not decided within 28 days, then arbitration process would be adopted as per Clause 13.3.



12.3 **Arbitration**

A dispute which has been subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration act 1940 (Act No. X of 1940) and Rules made there under and any statutory modification thereto. Any hearing shall be held at the place specified in the contract data and in the language referred to in sub-Clause 1.5.

PART-VI

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereinafter called "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz \_\_\_\_\_ should be executed by the contractor and has accepted a Bid by the contractor for the execution and completion of such work and the remedying of any defects therein.

NOW this Agreement witness as follow:

1. In this Agreement works and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to,
2. The following documents after incorporating addenda, if any except those parts relating to instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance:
  - (b) The completed Form of Bid along with schedule to Bid:
  - (c) Conditions of contract & Contract Data:
  - (d) The priced Schedule of Prices / Bill of Quantities (BoQ):
3. In consideration of the payments to be made by the Procuring Agency to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the works and remedy defects therein in conformity and in all respects within the provision of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the works as per provisions of the Contract, the Contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective Laws:

**Signature of the Contractor**

(Seal)

**Signature of the procuring Agency**

(Seal)

Signed, sealed and delivered in the presence of:



**Witness:**

**Witness**

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(Name, Title and Address)

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(Name, Title and Address)

