



# OFFICE OF THE TOWN COMMITTEE MIROKHAN

NO. TCM/ 220/ /2016

MIROKHAN DATED: 25/08 / 2016

"SAY NO TO CORRUPTION"

To

**M/S Danish & Co.**  
Engineers & Constructors  
Government Contractor

## WORK ORDER

Subject: - NIT NO. TCM / 138 / MIROKHAN DATED: 17-06-2016.HOISTED ON SPPRA WEBSITE S.NO 29468.

The competent authority has been pleased to award you a contract for above NIT work for an amount of **Rs: 7, 15,000/- (Per Month) (Rupees Seven Lac Fifteen Thousand only)**. You have accepted the contractual responsibility and have signed the agreement.

You are therefore requested to start the work strictly as per directions and in accordance with the specification as well as terms & conditions.

Further more as decided in agreement this work has assigned for **06 Months only** after analyzing your performance further extension will be given. Additionally payment will be made as per attendance of Sanitary staff actually deployed, contract amount notwithstanding.



Town Officer  
Town Committee MiroKhan

### **Copy F.W.C.s to:-**

- ✓ The Secretary, Local Government Department Government of Sindh Karachi.
- ✓ The Assistant Commissioner / Administrator, Town Committee MiroKhan
- ✓ The Director, Local Government Department Larkana Division Larkana.
- ✓ The Staff Officer to MD, SPPRA Karachi.

### **Copy to:-**

- ✓ All Procurement Committee Member / Chairman.
- ✓ Office File.

  
Town Officer  
Town Committee MiroKhan

BILL OF QUANTITIES

B) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
01	50	Sanitary Workers	12000	P/Each	600000/-
02	01	Sanitary Supervisor	15000	P/Each	15000
03	30	Sanitation Material	834	P/Day	100080

Total Rs: 715080/-

Say: Rs: 7, 15,000/-

(Inwords Rupees Seven Lac Fifteen Thousand only) Per Month

  
(CONTRACTOR)

  
SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS**

- 1) NAME OF THE ORGANIZATION / DEPTT. Town Committee MiroKhan  
Local Government Department
- 2) PROVINCIAL / LOCAL GOVT./ OTHER \_\_\_\_\_
- 3) TITLE OF CONTRACT Sanitation of roads / Streets cleaning / drainge line.
- 4) TENDER NUMBER TCM / 138 / 2016, MiroKhan Dated: 17-06-2016
- 5) BRIEF DESCRIPTION OF CONTRACT Sanitg rods/streets cleaning/ Drange line surface ground 1,2,3,4 of MiroKhan City
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE 07 (M)
- 8) ENGINEER'S ESTIMATE (For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) (06 Months)
- 10) TENDER OPENED ON (DATE & TIME) 04-07-2016
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03 Nos.  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Nos.
- 14) BID EVALUATION REPORT (Enclose a copy) \_\_\_\_\_
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Junaid Danish , Taj Colony Nawabshah
- 16) CONTRACT AWARD PRICE 7,15,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_ Town Officer \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	27-06-2016 I.D No. 2147483647
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	<input checked="" type="checkbox"/>

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	<input checked="" type="checkbox"/>

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of  
Authorized Officer

  
Town Officer  
Town Committee  
Mirokhan



**FOR OFFICE USE ONLY**

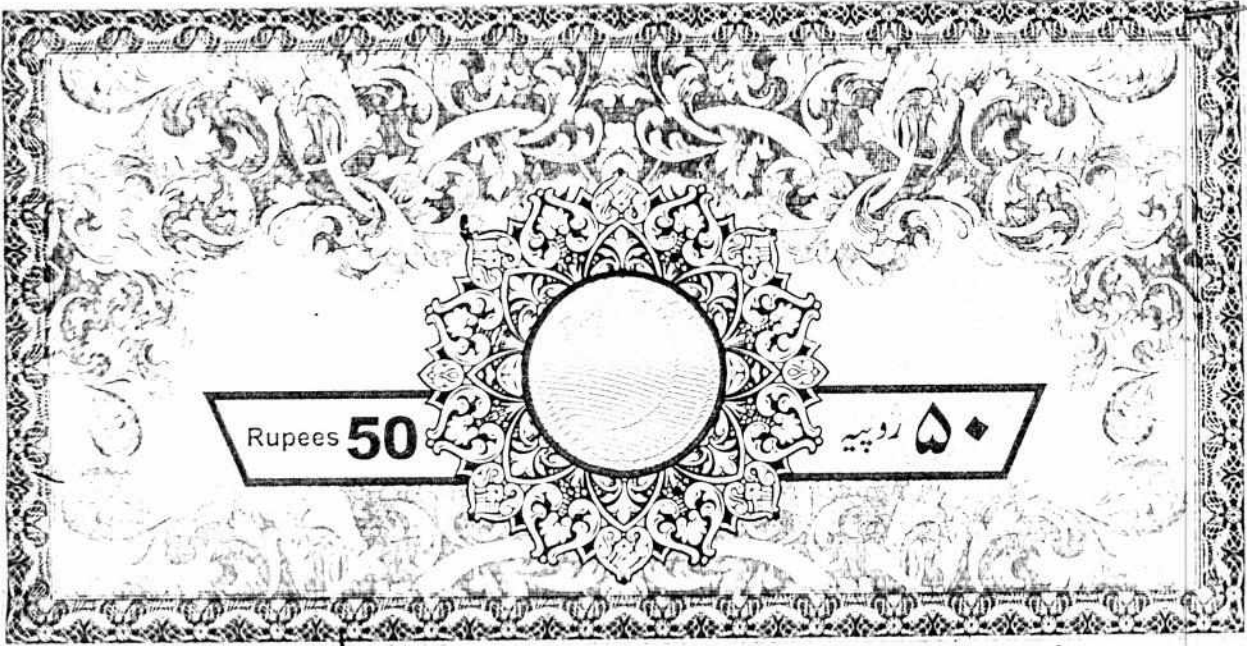
***SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi***

***Tele: 021-9205356; 021-9205369 & Fax: 021-9206291***

Print

Save

Reset



Rupees 50

۵۰ روپیہ

1491 / 2016-8-16 m/si Jamed Buzk 0 Jais m/si

DISTRICT ACCOUNTS OFFICER LAHORE  
STAMPS ISSUED ON  
16 MAY 2016  
D.A.O.L

ABDUL LATIF BULEDI  
STAMP VENDER  
KAMBER

### معاهدہ

ٹائون آفیسر ٹائون کمیٹی میر و خان  
دانش اسٹوڈنٹس انجینئرس اسٹوڈنٹس کونرس

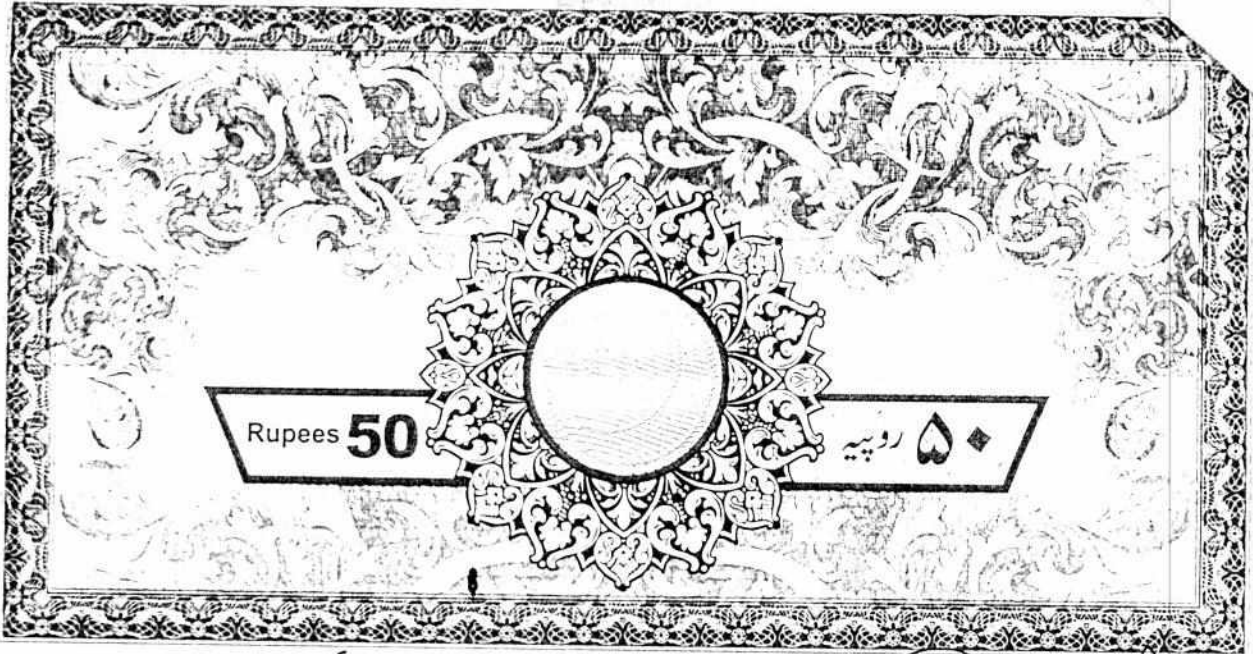
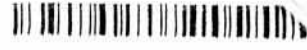
شرائط و ضوابط بابت ٹھیکہ ٹائون کمیٹی میر و خان (دارڈ نمبر 1,2,3,4)

### برائے مدت چھ مہینے

تاریخ: 30.12.2016 تا 01.07.2016

1. ٹھیکے کی ماہانہ بولی بذریعہ نیٹرز پیشکش مبلغ -/Rs. 715000 (سات لاکھ پندرہ ہزار) منظور ہے جو کہ کم بولی دانش اسٹوڈنٹس انجینئرس اسٹوڈنٹس کونرس کی ہونے کی وجہ سے صفائی کا یہ ٹھیکہ اس کے نام کیا جاتا ہے۔ ٹھیکہ 01.07.2016 تا 30.12.2016 تک سلیپے ہوگا۔
  2. ٹھیکیدار صفائی کے عملے میں 51 ملازمین بھرتی کریگا جس میں 30 جھاڑو اور 20 نالیاں صاف کرنے اور 1 سپروائزر ہونگے ان کی تنخواہ دینے سلیپے ٹھیکیدار ان کی ادائیگی ناپابند ہوگا۔
  3. ہر ماہ کی رقم سے 10 تاریخ تک ٹائون کمیٹی مذکورہ رقم ٹھیکیدار کو دیگی۔
  4. ٹھیکیدار کی سوام اور اسٹوڈنٹس انجینئرس ٹائون کمیٹی کے یعنی واسطیہ دار آفسیور کے ذاتی مشاہدے کی صورت میں کوئی بھی شکایت آنے پر نکلتی نہیں دیا جائے گا اگر وہ دن کے دوران ٹھیکیدار نے شکایت دور نہ کی تو ٹھیکیدار کے حرج اور خرچ پر ٹائون کمیٹی شکایت دور کریگی اور اس کا خرچہ ٹھیکیدار رقم (ماہوار) ادائیگی سے کٹا جائیگا۔
- ٹھیکیدار ٹھیکہ سے 300 سے 500 فوٹ دوری پر کچرہ چھینک دینا اس کے بعد کچرہ اٹھانے کی ذمیداری ٹائون کمیٹی کی ہوگی۔
- ٹھیکیدار (دارڈ نمبر 1,2,3,4) میں شامل تمام ملازمتوں بشمول کاونٹیاں / سوسائٹیز متعلق ٹھیکہ، سڑکیں، راستے، چوراہے، کھلی نالیاں، چیمبرس صفائی جھاڑو کا ذمیدار ہوگا اور بڑے ٹائون کی صفائی ٹائون کمیٹی کی ذمیداری ہوگی۔





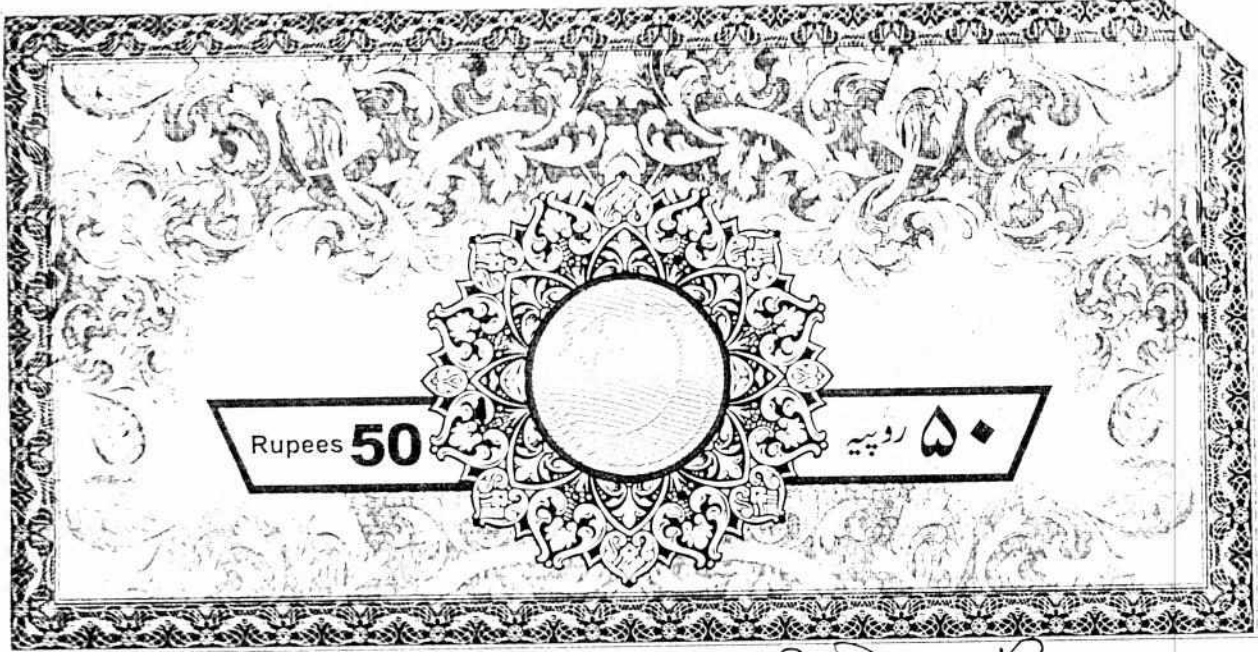
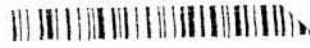
1491 C 26-8-16 Mr. Faisal Dargah & Jammal

DISTRICT ACCOUNTS OFFICER LAHORE  
STAMPS ISSUED ON  
16 MAY 2016  
S.B.K. D.A.O.L

ABDUL LATIF BULEDI  
STAMP VENDER  
KAMBER

7. ٹھیکیدار کو مذکورہ صفائی کی مد میں ٹھیکے کی رقم بذریعہ چیک / بینک ڈرافٹ ادا کی جائیگی۔
8. صفائی کے سلسلے میں کسی شہری اور ٹھیکیدار کے درمیان کسی جھگڑے یا تنازعہ کی صورت میں ٹائون آفیسر فیصلہ لینے کا مجاز ہو گا جو فریقین کو قابل قبول ہو گا۔
9. ٹھیکیدار ٹائون کمیٹی کے درمیان صفائی کی رقم کی ادائیگی کے سلسلے میں رونما ہونے والے تنازعہ کا حل ٹائون آفیسر کریگا۔ جو فریقین کو قابل قبول ہو گا۔
10. کسی بھی تنازعہ / تکرار کے فیصلے تک ٹھیکیدار صفائی کا کام وغیرہ ہرگز بند نہیں کریگا۔ اگر کام بند ہو گا تو اس کے بل سے کٹوتی کی جائیگی۔
11. ٹھیکیدار کو ماہانہ ادائیگی سے پہلے مذکورہ علاقوں میں کام تسلی بخش سرٹیفکیٹ واسطہ برائج کے سربراہ سے لینا ہو گا۔
12. گسٹریوں وغیرہ پر بنائے گئے ناجائز تجاوزات جو صفائی میں رکاوٹ کا باعث بنتی ہوں ٹھیکیدار کی انتظامیہ تجاوزات کو ختم کرنے کیلئے درخواست دیگا۔ اور ٹائون کمیٹی کی انتظامیہ کو دیگا جو اس غیر قانونی اقدام کو دور کرنے کیلئے مناسب کارروائی کریگی۔
13. کوئی شہری صفائی کے سلسلے میں کسی قسم کی رکاوٹ پیدا کرے تو ٹھیکیدار اس کی اطلاع ٹائون کمیٹی انتظامیہ کو دیگا جو اس غیر قانونی اقدام کو دور کرنے کیلئے مناسب کارروائی کریگا۔
14. ٹائون کمیٹی انتظامیہ صفائی کے سلسلے میں موصول ہونے والی شکایت سے ٹھیکیدار شہریوں کی شکایت کا فوری ازالہ کریگا۔
15. اگر ٹھیکیدار مطلوبہ نتائج نہ دے تو ٹائون کمیٹی کی انتظامیہ کو آٹھ دن کا نوٹس بمعہ وجوہات دیگا اگر پھر بھی کام تسلی بخش نہ ہو تو ٹائون کمیٹی انتظامیہ ٹھیکہ منسوخ کر سکتی ہے۔
16. ٹھیکیدار اگر مینٹ کی تمام شتوں پر عمل درآمد کا پابند ہو گا۔ خلاف درزی میں صورت میں جمع شدہ سیکورٹی ڈپازٹ میونسپل کمیٹی کیلئے کی جائیگی۔
17. ٹھیکے کی میعاد خوش اسلوبی سے ٹائون کمیٹی کے مفادات میں شتوں کے مطابق ہونے کی صورت میں کال ڈپازٹ کی رقم ٹھیکیدار کو واپس کی جائیگی۔ تاہم اس کیلئے ٹھیکیدار ٹائون آفیسر سے (No Objection Certificate) حاصل کر کے پیش کریگا۔
18. (وارڈ نمبر 1، 2، 3، 4) میں ٹھیکیدار نئی، پرانی، موجودہ، آئندہ تعمیر ہونے والی تمام سیوریج ٹائون کی صفائی کا پابند ہو گا۔





DISTRICT ACCOUNTS OFFICER LARKANA  
STAMPS ISSUED ON  
16 MAY 2016  
D.A.O.L

1441 ( Mr. Saad Danish & Family )

26-8-16

ABDUL BULEDI  
HEAD OFFICE  
RAMBER

19. ٹھیکیدار عملہ صفائی کی حاضری خود ہی اس کا مقرر کردہ مجاز شخص لیگا۔ اور بوقت ضرورت ٹائون کمیٹی کا مجاز آفیسر بھی چیک کر سکتا ہے۔
20. عوامی رابطہ کیلئے ٹھیکیدار دفتر میں ٹیلیفون کی سہولت اپنے اخراجات سے مہیا کریگا۔ اور ٹائون کمیٹی انٹرکام لائن کی سہولت فراہم کریگا۔
21. ٹھیکیدار انتظامی طور پر اپنے اشخاص کو (مجاز) مقرر کریگا۔ جو عملہ ڈسپوزل کی کارکردگی چیک کر سکے گا اور اس کی رپورٹ ٹائون کمیٹی کو کریگا۔
22. ٹھیکیدار عملہ صفائی کی میٹنگ جب چاہے بلا سکتا ہے تاکہ ضروری ہدایات دی جاسکے اور وقتاً فوقتاً حالات کے تحت صفائی کے کام کے اوقات مقرر کر سکتا اور عملہ صفائی کا کام کرنے کا پابند ہوگا۔
23. ٹھیکیدار ٹائون آفیس میں شکایت باکس اور رجسٹر شکایت کا انتظام کریگا اور متعلقہ آفیس کا عملہ تعاون کریگا تاکہ عوام کی شکایت رفع ہو۔
24. وارڈ نمبر 1، 2، 3، 4 میر و خان میں قومی اور مذہبی دنوں میں سرکاری آفیسر یا سربراہ کی آمد پر ٹھیکیدار صفائی اور چونہ کرنے کا پابند ہوگا۔ کام نہ ہونے کی صورت میں ٹائون کمیٹی میر و خان اس کے حرج اور خرچ پر کریگی۔
25. یہ ٹھیکہ چھ مہینے کیلئے دیا جائیگا۔ اور انکم ٹیکس ٹھیکیدار ادا کریگا۔

*Danish*

دانش اسٹڈ کو

انجینئرس اسٹڈ کنسٹرکٹرس  
ٹھیکیدار سینیٹیشن ٹائون کمیٹی میر و خان  
**DANISH & CO.**  
Engineer's & Constructor  
Proprietor

EXERCISE OF THE  
Town Officer  
Town Committee  
Mirokhan





## OFFICE OF THE TOWN COMMITTEE MIROKHAN

### MINUTES OF TENDERING PROCESS

A meeting of the procurement Committee was held on 04-07-2016 at 03:00 PM to inside out scrutinized the received and open the bids of the contractors for the NIT invited under No: TCM /138 of 2016, MiroKhan dated: 17-06-2016 the Meeting was chaired by the undersigned while attended by the following notified members.

01. Assistant Commissioner / Administrator, Town Committee MiroKhan
02. Town Officer, Town Committee MiroKhan.
- 03 Sub-Engineer, Town Committee MiroKhan
- 04 Sub-Engineer, Public Health Distt: Kamber Shahdadt @ Kamber
- 05 Sub-Engineer, Buildings Works & Services Deptt: Kamber Shdkt: @ Kamber

03 Nos tenders were issued and in response thereof 03 Nos. tenders were received, the sealed bid were opened before all the participants / contractors *(list attached)*

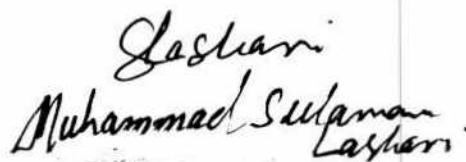
In the light of tenders received a bid evolution report for the bid shall be prepared and finalized to be proceeding ahead.

  
(Asadullah Bhatti)  
Assistant Commissioner / Administrator  
Town Committee MiroKhan  
Chairman

  
(Ahmed Far Kararo)  
Town Officer  
Town Committee MiroKhan  
Member

  
(Mohammad Kareem Brohi)  
Sub-Engineer  
Town Committee MiroKhan  
Member


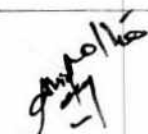
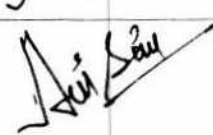
  
(Ghulam Yaseen Memon)  
Sub-Engineer  
P.H.E.D Kamber  
Member


  
(Muhammad Sulaman Lashari)  
Sub-Engineer  
Buildings, Work & Service Deptt: Kamber  
Member

TENDERS REGARDING OPENING OF  
TENDERE ON 04-07-2016

SANITATION OF ROADS / STREETS CLEANING / DRAINAGE LINE  
SURFACE DRAINAGE OF WARD NO. 01, 02, 03 & 04 OF  
MIROKHAN CITY.


LIST OF BIDDER'S

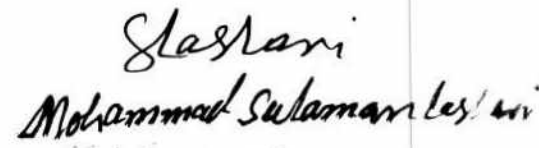
S.NO	NAME OF BIDDER	SIGNATURE
01	M/S Danish & Co: Engineers & Constructors	
02	M/S Abid Hussain	
03	M/S Fataullah Channa	

  
(Assaulah Bhatti)  
Assistant Commissioner /Administrator  
Town Committee MiroKhan  
Chairman

  
(Ahmed Yar Kararo)  
Town Officer  
Town Committee MiroKhan  
Member

  
(Mohammad Kareem Brohi)  
Sub-Engineer  
Town Committee MiroKhan  
Member

  
(Ghulam Yaseen Memon)  
Sub-Engineer  
P.H.E.D Kamber  
Member

  
Mohammad Salam Khan  
Sub-Engineer  
Buildings, Work & Service Deptt: Kamber  
Member

COMMITTEE OF TOWN COMMITTEE  
**MIROKHAN**

**NAME OF WORK:-**

**SANITATION OF ROADS / STREETS  
CLEANING / DRAINAGE LINE SURFACE  
DRAINAGE OF WARD NO. 01, 02, 03 & 04 OF  
MIROKHAN CITY.**

**OFFICE OF THE TOWN COMMITTEE MIROKHAN HELD ON 04-07-2016.**

S.No	Name of Officer	Committee Member	Signature
01	Assistant Commissioner / Administrator, Town Committee MiroKhan	Chairman	
02	Town Officer, Town Committee MiroKhan	Member	
03	Sub-Engineer, Town Committee MiroKhan	Member	
04	Sub-Engineer (PHED) Distt: Kamber	Member	
05	Sub- Engineer, Buildings, Works & Service Department Kamber	Member	



## OFFICE OF THE TOWN COMMITTEE MIROKHAN

### BIDDER'S ELIGIBILITY / QUALIFICATION REPORT


01. Name of Procuring Agency: -

TOWN COMMITTEE MIROKHAN

02. Tender Description / Name of Work / Item:-

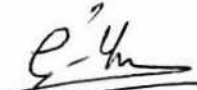
Sanitation of roads / Streets cleaning / Drainage line surface, Drainage of Ward No. 01, 02, 03, & 04 of MiroKhan city

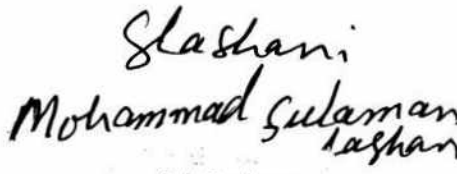
S.NO	ELIGIBILITY / QUALIFICATION CRITERIA	M/S DANISH & CO: Eng: & Constrct:	M/S ABID HUSSAIN	M/S FATAULLAH CHANNA
1	Is envelope	Yes	Yes	Yes
2	Required amount of Bid Security	Yes	Yes	Yes
3	Alternate Bid	No	No	No
4	Withdrawal	No	No	No
5	Bid Signed and stamped	Yes	Yes	Yes
6	Required PEC registration	Yes	Yes	Yes
7	Registration in SRB & I. Tax	Yes	Yes	Yes
8	More then 01 years experience in similar work	Yes	Yes	Yes
9	Affidavit regarding any litigation or blacklisting.	No	No	No
10	List of Machinery & equipments provided	Yes	Yes	Yes
11	Personal information provided	Yes	Yes	Yes
12	Financial statement viz: Bank statement / income Tax return attaché.	Yes	Yes	Yes
13	Any over writing tenders dropped received	No	No	No
14	Any conditional telegraphic Bid	No	No	No
15	Tender fee received.	Yes	Yes	Yes
16	Qualified / Disqualified	Qualified	Qualified	Qualified

  
(Assadullah Bhatti)  
Assistant Commissioner / Administrator  
Town Committee MiroKhan  
Chairman

  
(Ahmed Yaseen Kararo)  
Town Officer  
Town Committee MiroKhan  
Member

  
(Mohammad Kareem Brohi)  
Sub-Engineer  
Town Committee MiroKhan  
Member

  
(Ghulam Yaseen Memon)  
Sub-Engineer  
P.H.E.D Kamber  
Member

  
Mohammad Sulaman  
Tashan  
Sub-Engineer  
Buildings, Work & Service Deptt: Kamber  
Member


# BID EVALUATION REPORT

1006  
11

- |   |  |
|---|--|
| 01. Name of Procuring Agency                            | Town Committee MiroKhan.   |
| 02. Tender reference No:                                | NIT No: TCM/138/2016 MiroKhan Dated: 17-06-2016  |
| 03. Tender Description /<br>Name of work / Item         | <b>SANITATION OF ROADS / STREETS<br/>CLEANING / DRAINAGE LINE SURFACE,<br/>DRAINAGE OF WARD NO: 01, 02, 03, &amp; 04<br/>OF MIROKHAN CITY.</b> |
| 04. Method procurement                                  | Single stage- one Envelop Procurement.   |
| 05. Tender Published:                                   | SPPRA I.D S.No: 29468  |
| 06. Total Bid document sold:                            | 03 Nos:  |
| 07. Total Bid Received                                  | 03 Nos:  |
| 08. Technical Bid opening date<br>(If Applicable)       | Not Applicable.  |
| 09. No. of bid Technically Qualified<br>(If Applicable) | Not Applicable   |
| 10. Bid (s) Rejected<br>(If Applicable).                | Nil  |
| 11. Financial Bid Opening date:                         | 04-07-2016   |

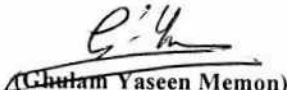
S.No	Name of Firm or Bidder	Cost Offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost	Reason for (Acceptance or Rejection)	Remarks
01	M/S Danish & Co: Enginr: & Constructors	<b>Rs:715000/-</b>	Lowest	<b>01. SALARY COMPONENTS</b> i) Sanitary Worker 50 x12000 <b>Rs: 600000 /- Per Month</b> ii) Sanitary Supervisor 1x15000 <b>Rs: 15000/- Per Month</b> <b>02. SANITATION MATERIAL</b> 834x4x30 =100080 <b>Grand Total: 715080/- P/Month</b> <b>Say: 7,15,000/-</b>	Qualified as per evaluation criteria	Found responsive and lowest Bid, recommended for award of work
02	M/S Abid Hussain	<b>Rs:768000/-</b>	Higher	<b>01. SALARY COMPONENTS</b> i) Sanitary Worker 50 x13000 <b>Rs: 650000 /- Per Month</b> ii) Sanitary Supervisor 1x16000 <b>Rs: 16000/- Per Month</b> <b>02. SANITATION MATERIAL</b> 850x4x30 =102000 <b>Grand Total: 768000/- P/Month</b> <b>Say: 7,68,000/-</b>	Qualified as per evaluation criteria	Responsive being higher, not recommended for approval
03	M/S Fataullah Channa	<b>Rs:820200/-</b>	Highest	<b>01. SALARY COMPONENTS</b> i) Sanitary Worker 50 x14000 <b>Rs: 700000 /- Per Month</b> ii) Sanitary Supervisor 1x17000 <b>Rs: 17000/- Per Month</b> <b>02. SANITATION MATERIAL</b> 860x4x30 =103200 <b>Grand Total: 820200/- P/Month</b> <b>Say: 8,20,200/-</b>	Qualified as per evaluation criteria	Responsive being highest, not recommended for approval

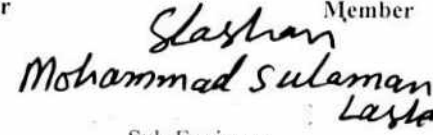
### Signature of Chairman / Members of Committee

  
 (Assadullah Bhatti)  
 Assistant Commissioner /Administrator  
 Town Committee MiroKhan  
**Chairman**

  
 (Ahmed Yaqub Kararo)  
 Town Officer  
 Town Committee MiroKhan  
**Member**

  
 (Mohammad Kareem Brohi)  
 Sub-Engineer  
 Town Committee MiroKhan  
**Member**

  
 (Ghulam Yaseen Memon)  
 Sub-Engineer  
 P.H.E.D Kamber  
**Member**

  
 (Mohammad Sulaman)  
 Sub-Engineer  
 Buildings, Work & Service Deptt: Kamber  
**Member**



## OFFICE OF THE TOWN COMMITTEE MIROKHAN

### MINUTES OF TENDERING PROCESS


A meeting of the procurement Committee was held on 04-07-2016 at 03:00 PM to inside out scrutinized the received and open the bids of the contractors for the NIT invited under No: TCM /138 of 2016, MiroKhan dated: 17-06-2016 the Meeting was chaired by the undersigned while attended by the following notified members.

01. Assistant Commissioner / Administrator, Town Committee MiroKhan
02. Town Officer, Town Committee MiroKhan.
03. Sub-Engineer, Town Committee MiroKhan
04. Sub-Engineer, Public Health Distt: Kamber Shahdadkot @ Kamber
05. Sub-Engineer, Buildings Works & Services Deptt: Kamber Shdkt: @ Kamber

03 Nos tenders were issued and in response thereof 03 Nos. tenders were received, the sealed bid were opened before all the participants / contractors *(list attached)*


In the light of tenders received a bid evolution report for the bid shall be prepared and finalized to be proceeding ahead.

  
(Assadullah Bhatti)  
Assistant Commissioner / Administrator  
Town Committee MiroKhan  
**Chairman**

  
(Ahmad Yar Kararo)  
Town Officer  
Town Committee MiroKhan  
**Member**

  
(Mohammad Kareem Brohi)  
Sub-Engineer  
Town Committee MiroKhan  
**Member**




  
(Ghulam Yaseen Memon)  
Sub-Engineer  
P.H.E.D Kamber  
**Member**

  
(Mohammad Sulaiman Lashari)  
Sub-Engineer  
Buildings, Work & Service Deptt: Kamber  
**Member**


**FACE SHEET OF BIDDER'S REGARDING OPENING OF  
TENDERE ON 04-07-2016**


**SANITATION OF ROADS / STREETS CLEANING / DRAINAGE LINE  
SURFACE DRAINAGE OF WARD NO. 01, 02, 03 & 04 OF  
MIROKHAN CITY.**


**LIST OF BIDDER'S**

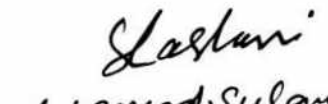
S.NO	NAME OF BIDDER	SIGNATURE
01	M/S Danish & Co: Engineers & Constructors	
02	M/S Abid Hussain	
03	M/S Fataullah Channa	

  
(Assadullah Bhatti)  
Assistant Commissioner / Administrator  
Town Committee MiroKhan  
Chairman

  
(Ahmed Far Kararo)  
Town Officer  
Town Committee MiroKhan  
Member

  
(Mohammad Kareem Brohi)  
Sub-Engineer  
Town Committee MiroKhan  
Member

  
(Ghulam Yaseen Memon)  
Sub-Engineer  
P.H.E.D Kamber  
Member

  
Motammas Sulaman  
Sub-Engineer Kashari  
Buildings, Work & Service Deptt: Kamber  
Member

**TENDER OPENING COMMITTEE OF TOWN COMMITTEE**  
**MIROKHAN**

**NAME OF WORK:-**

**SANITATION OF ROADS / STREETS**  
**CLEANING / DRAINAGE LINE SURFACE**  
**DRAINAGE OF WARD NO. 01, 02, 03 & 04 OF**  
**MIROKHAN CITY.**

**OFFICE OF THE TOWN COMMITTEE MIROKHAN HELD ON 04-07-2016.**

S.No	Name of Officer	Committee Member	Signature
01	Assistant Commissioner / Administrator, Town Committee MiroKhan	Chairman	
02	Town Officer, Town Committee MiroKhan	Member	
03	Sub-Engineer, Town Committee MiroKhan	Member	
04	Sub-Engineer (PHED) Distt: Kamber	Member	
05	Sub- Engineer, Buildings, Works & Service Department Kamber	Member	





## OFFICE OF THE TOWN COMMITTEE MIROKHAN

### BIDDER'S ELIGIBILITY / QUALIFICATION REPORT

01. Name of Procuring Agency: -

TOWN COMMITTEE MIROKHAN

02. Tender Description / Name of Work / Item:-

Sanitation of roads / Streets cleaning / Drainage line surface, Drainage of Ward No. 01, 02, 03, & 04 of MiroKhan city

S.NO	ELIGIBILITY / QUALIFICATION CRITERIA	M/S DANISH & CO: Eng: & Constract:	M/S ABID HUSSAIN	M/S FATAULLAH CHANNA
1	Is envelope	Yes	Yes	Yes
2	Required amount of Bid Security	Yes	Yes	Yes
3	Alternate Bid	No	No	No
4	Withdrawal	No	No	No
5	Bid Signed and stamped	Yes	Yes	Yes
6	Required PEC registration	Yes	Yes	Yes
7	Registration in SRB & I. Tax	Yes	Yes	Yes
8	More then 01 years experience in similar work	Yes	Yes	Yes
9	Affidavit regarding any litigation or blacklisting.	No	No	No
10	List of Machinery & equipments provided	Yes	Yes	Yes
11	Personal information provided	Yes	Yes	Yes
12	Financial statement viz: Bank statement / income Tax return attaché.	Yes	Yes	Yes
13	Any over writing tenders dropped received	No	No	No
14	Any conditional telegraphic Bid	No	No	No
15	Tender fee received.	Yes	Yes	Yes
16	Qualified / Disqualified	Qualified	Qualified	Qualified

(Assadullah Bhatti)  
Assistant Commissioner / Administrator  
Town Committee MiroKhan  
**Chairman**

(Ahmed Yaq Kararo)  
Town Officer  
Town Committee MiroKhan  
**Member**

(Mohammad Kareem Brohi)  
Sub-Engineer  
Town Committee MiroKhan  
**Member**

(Ghulam Yaseen Memon)  
Sub-Engineer  
P.H.E.D Kamber  
**Member**


(Mohammad Sulaiman Lashari)  
Sub-Engineer  
Buildings, Work & Service Deptt: Kamber  
**Member**

# BID EVALUATION REPORT

01. Name of Procuring Agency	Town Committee MiroKhan.
02. Tender reference No:	NIT No: TCM/138/2016 MiroKhan Dated: 17-06-2016
03. Tender Description / Name of work / Item	<b>SANITATION OF ROADS / STREETS CLEANING / DRAINAGE LINE SURFACE, DRAINAGE OF WARD NO: 01, 02, 03, &amp; 04 OF MIROKHAN CITY.</b>
04. Method procurement	Single stage- one Envelop Procurement.
05. Tender Published:	SPPRA I.D S.No: 29468
06. Total Bid document sold:	03 Nos:
07. Total Bid Received	03 Nos:
08. Technical Bid opening date (If Applicable)	Not Applicable.
09. No. of bid Technically Qualified (If Applicable)	Not Applicable
10. Bid (s) Rejected (If Applicable).	Nil
11. Financial Bid Opening date:	04-07-2016

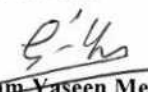
S.No	Name of Firm or Bidder	Cost Offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost	Reason for (Acceptance or Rejection)	Remarks
01	M/S Danish & Co: Enginr: & Constructors	<b>Rs:715000/-</b>	Lowest	<b>01. SALARY COMPONENTS</b> i) Sanitary Worker 50 x12000 <b>Rs: 600000 /- Per Month</b> ii) Sanitary Supervisor 1x15000 <b>Rs: 15000/- Per Month</b> <b>02. SANITATION MATERIAL</b> 834x4x30 =100080 <b>Grand Total: 715080/- P/Month</b> <b>Say: 7,15,000/-</b>	Qualified as per evaluation criteria	Found responsive and lowest Bid, recommended for award of work
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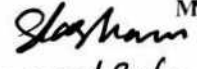
## Signature of Chairman / Members of Committee

  
 (Assadullah Bhatti)  
 Assistant Commissioner / Administrator  
 Town Committee MiroKhan  
**Chairman**

  
 (Ahmed Yaqoob)  
 Town Officer  
 Town Committee MiroKhan  
**Member**

  
 (Mohammad Karim Brohi)  
 Sub-Engineer  
 Town Committee MiroKhan  
**Member**

  
 (Ghulam Yaseen Memon)  
 Sub-Engineer  
 P.H.E.D Kamber  
**Member**

  
 Mohammad Sulaiman  
 Sub-Engineer  
 Buildings, Work & Service Deptt: Kamber  
**Member**

# OFFICE OF THE



## TOWN COMMITTEE MIROKHAN

### STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

**NAME OF CONTRACTOR**

**M/S DANISH & CO. ENGINEERS & CONSTRUCTOR**

**NAME OF WORK**

**SANITATION OF ROADS / STREETS CLEANING /  
DRAINAGE LINE SURFACE, DRAINAGE OF WARD  
NO. 1, 2, 3, & 4 OF MIROKHAN CITY FOR THE  
PERIOD FROM 01-07-2016 TO 31-12-2016**

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.

## *Instruction 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 given 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed 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.

  
(CONTRACTOR)

  
SUB-ENGINEER  
TOWN COMMITTEE MIROKHAN

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. 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.

  
(CONTRACTOR)

  
SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN

## BIDDING DATA

NAME OF CONTRACTOR:-

M/S DANISH & CO. ENGINEERS & CONSTRUCTOR

(This section should be filled in by the Executive / Procuring Agency before issuance of the Bidding Documents)

A	Name of Procuring Agency	Town Committee MiroKhan
	Brief Description of Work	Sanitation of roads / Streets cleaning / Drainage line surface, Drainage of Ward No. 01, 02, 03, & 04 of MiroKhan city for the period from 01-07-2016 to 31-12-2016.
B	Procuring Agency Address	Office of The Town Committee MiroKhan
C	Estimated Cost	Rs: 07 (million)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2%
E	Period of Bid Validity (days)	60 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 8% Security Deposit
H	Deadline for submission of Bids along with Time	04-07-2016, 2:00 pm
I	Venue, Time and Date of Bid Opening	Office of The Town Committee MiroKhan
J	Time for completion from written order of commence	06 Months
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	
L	Call Deposit Receipt	No: 12314634 Dated : 30/06/2016 Amount Rs: 11000/-of UBL BANK
M	D.R No:	No: 94081 Dated 30/06/2016 Rs: 2500/-
N	Rate Quoted by Contractor	Part A Nil. Part B Rs: 7,15,000/-

  
(CONTRACTOR)

  
SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN

## CONDITIONS OF CONTRACT

**Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

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

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the 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

  
(CONTRACTOR)

  
SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN

C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency the contractor shall have

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive 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 paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

**Caluse-6 Specification.** The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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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TOWN COMMITTEE MIROKHAN



## Clause-7 Payments

**A) Interim / Running Bill.** A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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**A)** Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in 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 contractor.

**B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions, in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

  
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C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-In-Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

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

#### **C) Uncorrected Defects:**

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

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**B) Dates for Inspection and Testing.** The Engineer shall give the contractor responsible 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 other wise 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.

  
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**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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

  
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**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 month from the date on which the work is complete.

  
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*BILL OF QUANTITIES*

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

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
NIL	NIL	NIL	NIL	NIL	NIL

**Amount Total (A) NIL**

NIL % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

**Total Part A+B in words and figures.**

  
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**BILL OF QUANTITIES**

B) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
01	50	Sanitary Workers	12000	P/Each	600000/-
02	01	Sanitary Supervisor	15000	P/Each	15000
03	30	Sanitation Material	834	P/Day	100080

Total Rs: 715080/-

Say: Rs: 7, 15,000/-

(In words Rupees Seven Lac Fifteen Thousand only) Per Month

  
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# OFFICE OF THE



## TOWN COMMITTEE MIROKHAN

### STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

**NAME OF CONTRACTOR**

**M/S ABID HUSSAIN**

**NAME OF WORK**

**SANITATION OF ROADS / STREETS CLEANING /  
DRAINAGE LINE SURFACE, DRAINAGE OF WARD  
NO. 1, 2, 3, & 4 OF MIROKHAN CITY FOR THE  
PERIOD FROM 01-07-2016 TO 31-12-2016**

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.



## *Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed 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.



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6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. 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.



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## BIDDING DATA

NAME OF CONTRACTOR:-

M/S ABID HUSSAIN

(This section should be filled in by the Executive / Procuring Agency before issuance of the Bidding Documents)

A	Name of Procuring Agency	Town Committee MiroKhan
	Brief Description of Work	Sanitation of roads / Streets cleaning / Drainage line surface, Drainage of Ward No. 01, 02, 03, & 04 of MiroKhan city for the period from 01-07-2016 to 31-12-2016.
B	Procuring Agency Address	Office of The Town Committee MiroKhan
C	Estimated Cost	Rs: 07 (million)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2%
E	Period of Bid Validity (days)	60 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 8% Security Deposit
H	Deadline for submission of Bids along with Time	04-07-2016, 2:00 pm
I	Venue, Time and Date of Bid Opening	Office of The Town Committee MiroKhan
J	Time for completion from written order of commence	06 Months
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	
L	Call Deposit Receipt	No: 12314635 Dated : 30/06/2016 Amount Rs: 12000/-of UBL BANK
M	D.R No:	No: 94082 Dated 30/06/2016 Rs: 2500/-
N	Rate Quoted by Contractor	Part A Nil. Part B Rs: 7,68,000/-

  
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## CONDITIONS OF CONTRACT

**Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

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

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the 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

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C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency the contractor shall have

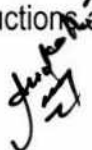
- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can 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 / Executive Engineer may invite fresh bids for remaining work**

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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 other wise 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.



(CONTRACTOR)



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TOWN COMMITTEE MIROKHAN



**Clause-15 Sub-contracting.** The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

  
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**Clause-20 Refund of Security Deposit / Retention Money.** On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final 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 month from the date on which the work is complete.



(CONTRACTOR)



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**BILL OF QUANTITIES**

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

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
NIL	NIL	NIL	NIL	NIL	NIL

**Amount Total (A) NIL**

NIL % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

**Total Part A+B in words and figures.**



(CONTRACTOR)



SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN

**BILL OF QUANTITIES**

B) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
01	50	Sanitary Workers	13000	P/Each	650000/-
02	01	Sanitary Supervisor	16000	P/Each	16000
03	30	Sanitation Material	850	P/Day	102000

Total Rs: 768000/-

Say: Rs: 7, 68,000/-

**(Inwords Rupees Seven Lac Sixty Eight Thousand only) Per Month**



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TOWN COMMITTEE MIROKHAN

# OFFICE OF THE



## TOWN COMMITTEE MIROKHAN

### STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

**NAME OF CONTRACTOR**

**M/S FATAULLAH CHANNA**

**NAME OF WORK**

**SANITATION OF ROADS / STREETS CLEANING /  
DRAINAGE LINE SURFACE, DRAINAGE OF WARD  
NO. 1, 2, 3, & 4 OF MIROKHAN CITY FOR THE  
PERIOD FROM 01-07-2016 TO 31-12-2016**

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.

## *Instruction 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 given 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed 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.

  
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6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. 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.



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## BIDDING DATA

NAME OF CONTRACTOR:-

M/S FATAULLAH CHANNA

(This section should be filled in by the Executive / Procuring Agency before issuance of the Bidding Documents)

A	Name of Procuring Agency	Town Committee MiroKhan
	Brief Description of Work	Sanitation of roads / Streets cleaning / Drainage line surface, Drainage of Ward No. 01, 02, 03, & 04 of MiroKhan city for the period from 01-07-2016 to 31-12-2016.
B	Procuring Agency Address	Office of The Town Committee MiroKhan
C	Estimated Cost	Rs: 07 (million)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2%
E	Period of Bid Validity (days)	60 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 8% Security Deposit
H	Deadline for submission of Bids along with Time	04-07-2016, 2:00 pm
I	Venue, Time and Date of Bid Opening	Office of The Town Committee MiroKhan
J	Time for completion from written order of commence	06 Months
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	
L	Call Deposit Receipt	No: 12314636 Dated : 30/06/2016 Amount Rs: 13000/-of UBL BANK
M	D.R No:	No: 94083 Dated 30/06/2016 Rs: 2500/-
N	Rate Quoted by Contractor	Part A Nil. Part B <b>Rs: 8,20,200/-</b>

  
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CONDITIONS OF CONTRACT

**Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

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

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the 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



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C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency the contractor shall have

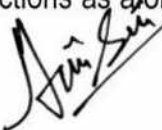
- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can 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 / Executive 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 paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

**Caluse-6 Specification.** The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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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## Clause-7 Payments

**A) Interim / Running Bill.** A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement 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 times 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 contractor.

**B)** Contractor shall not perform a variation until the procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions, in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

  
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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 dada, 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 direction to accept the same at such reduced rates as he may fix therefore.



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TOWN COMMITTEE MIROKHAN

**Clause-11**

**A) Inspection of Operations.** The Engineer and his subordinates, shall at all responsible 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 responsible 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.

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(CONTRACTOR)

  
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TOWN COMMITTEE MIROKHAN

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(CONTRACTOR)



SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN

BILL OF QUANTITIES

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

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
NIL	NIL	NIL	NIL	NIL	NIL

Amount Total (A) NIL

NIL % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

**Total Part A+B in words and figures.**



(CONTRACTOR)



SUB- ENGINEER  
TOWN COMMITTEE MIROKHAN



BILL OF QUANTITIES

B) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
01	50	Sanitary Workers	14000	P/Each	700000/-
02	01	Sanitary Supervisor	17000	P/Each	17000
03	30	Sanitation Material	860	P/Day	103200

Total Rs: 820200/-

Say: Rs: 8, 20,200/-

(Inwords Rupees Eight Lac Twenty Thousand Two Hundred only) Per Month

  
(CONTRACTOR)

  
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TOWN COMMITTEE MIROKHAN