### OFFICE OF THE EXECUTIVE ENGINEER KHAIRPUR DRAINAGE DIVISION KHAIRPUR

NO:KDD/TC/G-55/ > 9/ KHAIRPUR DATED: 18

-41 18/3/2016.

### NOTICE INVITING TENDER:-

The Executive Engineer. Khairpur Drainage Division Khairpur invites sealed tender under M&R to Drains from interested Contractors / Firms as per SPPRA Rules–2010 (Amended Rule–2013) as under:-

S. NO.	NAME OF WORK	ESTIMATED COST	5% BID SECURITY	TENDER FEE	COMPLE- TION PERIOD
i 1.	Bed clearance / Cleaning of Drains of Pir Mehar Main Drain RD-0+000 to 10+000.	495000.00	25000.00	1000.00	45 Days
2.	Bed clearance / Cleaning of Drains of P-1L Sub- Drain from RD-0+000 to 2+957, P-2L Sub-Drain from RD-3+600 to 15+564, T/M-1L Sub-Drain from RD-0+000 to 8+800, Bungla Branch Drain from RD-0+000 to 2+150 & P-2L A Sub-Drain from RD-3+000 to 7+529.	492000.00	25000 00	1000.00	45 Days
3.	Bed Clearance / Cleaning of Drains of Thehri Main Drain RD-0 to 3+700, T-1R Sub-Drain RD- 0 to 15+150 & T-1L Sub-Drain RD-3+000 to 6+164	496500.00	25000.00	1000.00	45 Days
. 4	Red clearance / Cleaning of Drains of Manghantwari Branch Drain, RD-0 to 10, MG-1L Sub- Drain RD-0 to 6+500 & D/Channel of Tube well No. B-03 RD-0 to 5+600	498000.00	25000.00	1000.00	45 Days
5.	Bed clearance / Cleaning of Drains of Nurrar Branch Drain from RD-0+000 to 10+000	477000.00	25000.00	1000.00	45 Days
6.	Bed clearance / Cleaning of Drains of Nurrar Branch Drain from RD-11+000 to 20+000.	456000.00	25000.00	1000.00	45 Days

### 2. Eligibility:-

- i). Valid NTN by FBR.
- ii). Registration with Sindh Revenue Board.
- iii). Copy of CNIC

### 3. Qualification:-

- (i). Details of equipments, machineries and transport owned / leased / hired by firm / contractor.
- (ii). Affidavit that firm has never been black listed.
- (iii). Any addition or deletion can be made by procuring agency.

### 4. Method of Procurement:-

Single Stage One Envelope

### Bidding / Tender Documents:-

### (i). Issuance:-

Standard Bidding Documents will be issued from date of Up hoist on SPPRA Website up to (11-04-2016 @ 1:00 p.m.), on payment of tender fee (Non-refundable) mentioned as above. The tender / Bidding Data can also be downloaded from Website www.pprasin.h.gov.pk

(ii). Submission last date will be 12-04-2016 at 01:00 p.m.

30 22-03-16 (iii). Opening:-

Will be opened on same date i.e. 12-04-2016 @ 2:00 p.m.

(iv). Place(s):-

Place of issuance, submission, inquires and opening will be:-

Address:-

Executive Engineer, Khairpur Drainage Division Khairpur SCARP-Colony Old National Highway Khairpur

Telephone:-

0243-9280144

Fax: 0243-9280426

Email Address:-

(v). Un-Responded Tenders:-

Will be again issued / submitted / opened on following dates:-

Attempt:-

a. Issue date & time:

b. Submission & Opening date & time

26-04-2016 @ 1:00 p.m. Submission 27-04-2016 @ 1:00 p.m.

Opening

27-04-2016 @ **02:00** p.m.

### 6. Terms & Conditions:-

(a). Under following conditions bid will be rejected:-

(i). Conditional, electronic and telegraphic bids / tenders.

- (ii). Bids not accompanied by Bid Security of required amount and form.
- (iii). Bids received after specified date & time.
- (iv). Black listed firms.
- (b). Bid Validity Period:-90 Days.
- (c). Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010 (Amended Rule–2013).

### EXECUTIVE ENGINEER KHAIRPUR DRAINAGE DIVISION KHAIRPUR

### Copy forwarded with compliments to:

- 1. The Secretary to Govt. of Sindh, Irrigation Department Karachi for favor of Kind Information and with the request to up hoist the NIT on Irrigation Government of Sindh website.
- 2. The Chief Engineer, Irrigation Development Region Sindh Hyderabad for Information.
- 3. The Project Director, SCARP-Khairpur for favour of his Kind Information.
- 4. The Director (A&F) Govt. of Sindh, Sindh Public Procurement Regulatory Authority, Barrack No.8, Sindh Secretariat No.4-A, Court Road Karachi. He is requested to up hoist the NIT along with Bidding Data (Hard & Soft copy) on website as per policy under SPPRA Rule-2010.
- 5. Copy to Assistant Executive Engineer, Drainage Sub-Division Piryaloi & Khairpur for information.
- 6. Copy to Office Notice Board.

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

### **EVALUATIONS / ELIGIBILITY CRITERIA**

The contractors having the following eligibility will be eligible for tendering:

- 1. Valid NTN.
- 2. Copy of CNIC.
- 3. Registered with SRB.
- 4. Details of Machines & Equipments.
- 5. Affidavit that this firm not black listed.
- 6. Any other information required any time.

To,

The Executive Engineer Khairpur Drainage Division Khairpur

Having examined the Bidding Documents instructions to bidders, bidding
data conditions of Contract, Contract Data, specification, Drawings, if any, Schedule o
prices and addenda Nos for the execution o
the above named works we the undersigned being a company doing business unde
the name of and address and
being duly incorporated under the laws of Pakistan hereby offer to execute and
complete such work and remedy any defects therein in conformity with the said
Documents including addenda there to for the Total Bid Price of Rs.
(Rupees) o
such other sum as may be ascertained in accordance with said Documents.
such other sum as may be ascertained in accordance with said bottoments.
We understand that all the schedules attached here to form part of this Bid As security for due performance of the undertaking and obligations of this Bid, we submit herewith a bid security in the shape of Call Deposit No dated  Ban
in the amount Rs.
drawn in your favour or made payable to your and valid for a period of beyond the period of validity of bid.
We undertake, if our Bid is accepted to commerce the work and to delive
and complete the work comprised in the contract within the time(s) stated in contract data.
We agreed to abide by this Bid for the period of from th
date fixed for receiving the same and it shall remain biding upon us and may b
acceptable at any time before the expiration of that period.

Unless and until a formal agreement is prepared and executed this bid together with your written acceptance thereof, shall constitute a biding contract between us.

We undertake, if our Bid is accepted to execute the performance security referred to in conditions of contract for the due performance of the contract.

We understand that you are not bound to accept the lowest or any bid you may receive.

We do hereby declare that the 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	2016
Signature		
		(SEAL)
Address		
WITNESS		
Signature		
Name:		
Address		

### MOST URGENT

NO.11/19-SO(PL)/2013-14

### GOVERNMENT OF SINDH ENGATION DEPARTMENT

Karachi dated the 8th October 2013

The Chief Engineer Initiation, Sukkur Barrage Left But Ferdon Sukkur. 2. The Chief Engineer Irrigation,
Sukkur Barrage Right Bank Region
Miro Khan Road, R.B.O.D. Colony.
Largana.

The Chief Engineer Irrigation. Gudu Barrage Region Sukkur. The Chief Engineer Irrigation,
Kotri Barrage Region,
Hyderabad.

The Chief Engineer Irrigation, Development in Sindh, Hyderabad.

6. The Managing Director,
SIDA, Left Bank Barrage Colony,
Hyderabad.

The Project Director/Chief Engineer, Small Dams Organization in Sindh, Hyderabad. The Project Director,
Flood Emergency Reconstruction Projec
Bungaiow No.A/16, Civil Lines,
Hyderabad.

Subject:

### CONSTITUTION OF PROCUREMENT COMMITTEE IN LARKANA DRAINAGE DIVISION LARKANA UNDER SPPRA RULE-07 2010

8.

I am directed to refer the subject noted above and to state that in terms of Pulle - 07 of Sindh Public Procurement Rules 2010, all the regional heads are hereby authorized to notify procurements committee in their respective regions as "Head of Department" in accordance to Fulle - 07 of SPPRA.

(MUHAMMAD QAŠÍM CHANG) SECTION OFFICER (PLANNING) FOR SECRETARY TO GOVT: OF SINDH

C.C. to:-

Managing Director, Sindh Fubric Procurement Regulatory Authority, Karachi.

u is Garandes at WAPP 2013 14 doc

### OFFICE OF THE CHIEF ENGINEER IRRIGATION DEVELOPMNET IN SINDH HYDERABAD No.CEI DEV WB (423



No.CEI DEV WB (423 Hyderabad Dated:28/(4/2014 Ph: # 022-9200275 Fax # 022-9200271

READ:-

Secretary to Government Of Sindh Irrigation Department Karachi letter No.11/19. SO(PL)/2013-14, dated 08-10-2013 regarding Authorization to Notify the Procurement Committee

### **NOTHFICATION**

With the approval of competent authority, and in supersession of this office Notification No.CEI/DEV/WB/4252, dated 06-12-2013 the Procurement Committee comprising of following officers is hereby re-constituted in terms of Rule-07 of Sindh Public Procurement Rules 2010, in the office of Executive Engineer Khairpur Drainage Division Khairpur.

1. Project Director, SCARP Khairpur

Chairman

 Executive Engineer, Kharipur Drainage Division Khairpur Member

Assistant Engineer,
 Machinery Maintenance,
 Highways Sub Division-III Khairpur.

Member

Divisional Accounts Officer, Khairpur Drainage Division Khairpur is nominated as Co-opt Member to assist the committee.

### T.O.R

i) Preparing bidding documents.

ii) Carrying out technical as well as financial evaluation of the bids.

iii) Preparing evaluation report as provided in Rule 45 of SPP.

iv) Making recommendation for the award of contract to the competent authority.

v) Perform any other function ancillary and incidental to the above.

(DHANO MALL)
CHIEF ENGINEER
Irrigation Development in Sindh
Hyderabad

CCto:-

The Secretary, Irrigation Department, Government of Sindh Karachi with reference to his letter

No. cited above (Attention Section Officer (Planning)).

The Managing Director Sindh Public Procurement Regulatory Authority Karachi with the request

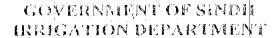
to up hoist the Notification on SPPRA website.

The Project Director SCARP Khairpur

The Executive Engineer Khairpur Drainage Division Khairpur.

6/- Officer Concerned.

(DHANO MALL)
CHIEF ENGINEER
releation Development in Sindh
Hyderabad



### NOTIFICATION

R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal committee is hereby constituted in terms of Rule \$1(1) of Sindh Public Procurement Rule 2010. Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Development-I Region Hyderabad with the following composition:

E 13/16/15	1	Director General Monitoring & Evaluation Cell Irrigation Department, Government of Sindh	Chairman
	2.	Chief Engineer, Development-II Region Hyderahad	Member
1	3.	Superintending Engineer, Development-II, Hyderabad	Member
(†	4.	Executive Engineer (Concerned Division) Irrigation Department	Secretary
	5.	District Accountant Officer Sindh (Concerned Division)	Assistant Secretary

F.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2019 and also perform any other function ancillary and incidental to the above.

> SYED ZAHEER HYDER SHAH SECRETARY TO GOVE OF SINDH

No.SO(R&S)8-110/2012-13/249/ Karachi, dated the 9th October, 2015. A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.

2. The Director General, Monitoring & Evaluation Cell, Irrigation Department. Government of Sindh, Karachi,

3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.

The Chief Engineer, (All) Irrigation Development, Govt. of Singh Dev. -I Hydre Land Hydre Land

6. The Executive Engineer. (All), Imigation Department, Govt. of Sindh.

P.S. to Secretary Irrigation Department, Govt. of Cinch, Karachi.

SECTION OFFICER (RR&S.) For Secretary to Government of Sindh

Pakisian Audit & Accounts Complex, Main University Road

Gulshan-e-Iqbal, Block-11, Karachi

No. Admn-1/NAM/PT-1/ 706

Dated 3 -11-2015

Phone: 021-99244755

Fax:

021-99244756

Web: www.agsindh.gov Email: agsindh@cyber.ne



The Section Officer (PR&S), Irrigation Department, Govt. of Sindh, Karachi.

UBJECT:

NOMINATION OF A MEMBER FOR COMPLAINT 2015-16 COMMITTEE ADP**SCHEMES** IRRIGATION DEPARTMENT, GOVT. OF SINDH.

dated

Kindly refer to your natification to. 80(R&9)/8\*110-2012\*13/2555-2565 CO11463 10 1423 09-10-2015.

The Accountant General Sindh has been pleased to nominate the following Divisional Accounts officers of this office as member for the subject committee regarding ADP Schemes 2015-16.

S#	NAME OF DIVISIONAL ACCOUNTS OFFICER	ADP SCHEMES
12	Mr. Qazi Muhammad Haneef	Sukkur Barrage Right Bank Region Larkana
2	Mr. Qazi Muhammad Hancef	Sukkur Barrage Left Bank Region Larkana
3	Mr. Abdul Rasheed Memon	Guddu Barrage Region Sukkur
4	Mr. Shahnawaz Jatoi	Development-1 Region Hyderabad
5	Mr. Shahnawaz Jatoi	Development-II Region Hyderabad
6	Mr. Qamaruddin Solangi	Small Dams Organization Sindh, Hyderabad.
7	Mr. Shahnawaz Jatoi	Revamping/Rehabilitation of Irrigation Drainage System Hyderabad
8	Mr. Dawood Siddiqui	Right Bank Outfall Drain-II Karachi
9	Mr. Ali Rehber	Sindh Irrigation & Drainage Authority

ACCOUNTS OFFICER (ADMN)

Copy to:-

- 1. PS to AG.
- PA to Addl. AG (Admn).
   The M.D Sindh public procurement Regulatory Authority Karachi.
- 4. The Chief Engineer (ALL) Irrigation Development Govt. of Sindh, Karachi.
- 5. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
- 6. PS to Secretary Irrigation Department, Govt. of Sindh, Karachi,

MAQBOOL HUSSAIN SHAIKH ACCOUNTS OFFICER (ADMN)

# PROCUREMENT PLAN REPAIR & MAINTENANCE DRAINS (NON-DEVELOPMENT WORKS)

## KHAIRPUR DEAINAGE DIVISION KHAIRPUR

Autority	1920 of all being for the mark of words and stated to be a section of the mark of words and stated to be a section of the mark of a section of the mark of words and stated to be a section of the mark of the m		The same of the sa							j		
EURO 11.6	Full billion   Committee   C	α, 00 00	CUNDINGED & SUR HEAD	NAMEOF WORK AND BREAK LIP	ALLOK A FED FUNDS AND BELLAK UP FOR DIEFERENT LOCATIONS/ SITES	ITEMS TO BE EXICUITED	Amount	METHOD OF PROCUREMENT	ANTRIPATIB/ ACTUAL DATE OF ADVERTISEMENT	ANTICIPATED/ ACTUAL DATE OF START	ANTICIPATED, ACTUAL DATE OF COMPLETION	REMARKS
National State   Particular	Part		122							2.7		***
Water Ball State   Character	Section   Colored   Colo		F <u>UND HEAD:</u> NC-21038-638 Headon,		R. F.	_						:
Work that that ED 40 CRC to	Water Bright RD 9-000 to 1		Calf commit Affaire			1 Bud outside 1	405,000 (.5	West No.	20076967	50.04,2016	66.2636	
10-000.00	15-00.00		C22-Aghiolteri, Fired,	West Drain 80.0-000 to		Cherry) of Drains						
atter Logging         Drain from RD-000 to Data State that the RD-000 to Data State Da	Part Cognition of Part Common   Part Cognition of Part Cognition		Forestry & Fishing ,	10-000.							- 1	
of Drains of PLL Sight-         Otherwise of Drains         Otherwise of Drains </td <td>  Design of Paris of Paris    </td> <td></td> <td>(473-tand</td> <td></td> <td></td> <td>2. Bedickanamy /</td> <td>493030,07</td> <td></td> <td>4.36 80 6.</td> <td>20.04.2016</td> <td>4100 90 00</td> <td></td>	Design of Paris of Paris		(473-tand			2. Bedickanamy /	493030,07		4.36 80 6.	20.04.2016	4100 90 00	
1-46.51 Sub-Drain	Praint from BD-0000 to     Praint from BD-0000 to     Praint from BD-0000 to     Praint BD-2-600 to 15-56.3.     Praint BD-2-600 to 15-56.3.     Praint BD-2-600 to 15-56.3.     Praint BD-2-600 to 15-56.3.     Praint BD-000 to 2+150 & P.21     Praint BD-000 to 2+150 & P.21     Praint BD-000 to 2+150 & P.22     Praint BD-000 to 2+164 & P.22	· –	Reclamation,	of Drains of P-1L Sub-		Cleaning of Drains		Ose Emerica	) 1 2 3 3 3 3 4 4 3 3 3 4 4 4 4 4 4 4 4 4 4	)		
1/40-21 Cub-Drain   1/40-12 Cub-Drain   1/40	19957 P.21 Sub-Drain from RD-000 to 8-800,		042302-Water Logging	Drain from RD-0+000 to								
1/40.18 P.O.3-5.60 to 13-5.5.1     1/40.18 P.O.3-5.60 to 13-5.5.1     1/40.18 P.O.3 to 23-5.60 to 13-5.5.1     1/40.18 P.O.3 to 23-5.60 to 13-5.60 to 23-5.60 to 13-5.60 to 23-5.60 to 23	1/4/21   4540-0001 or 2-1504		& Salinity Control	2+957, P-2L Sub-Drain							-	
Fundamental Contract State   Fundamental Co	1/4/215 Sub-Drain from RD		SUB-HEAD:	from RD-3-600 to 15-564.	-							
Bungla Branch Drain from RD	F.D.G.1000 to 5+800,     Gungli Branch Drain from RD-     A Sub-Drain		A13-Tetal Repair &	1/N5-31 Sub-Drain from								
Bungla Branch Drain from RD-4000 to 24150 & P.21         Robe-6000 to 24150 & P.22         Robe-6000 & P.22         Robe-60000 & P.22         Robe-6000 & P.22         Robe-60000 & P.22	Bungla Branch Drain from RD-1900 to 2-150 & P-21         Rs. 55000 00         3. Bed clearance / Cleaning of Drains         496500.00         Sngle Stape         22.03 2016         20.04 2016           3+000 to 7-4529.         Bed Clearance / Cleaning of Drains         Gleaning of Drains         Gleaning of Drains         496500.00         Sngle Stape         22.03 2016         20.04 2016           Bed Clearance / Cleaning of Drains         Bed Clearance / Cleaning of Drains         Gleaning of Drains         496500.00         Sngle Stape         22.03 2016         20.04 2016           Sub-Drain RD- to 15-150         Bed Clearance / Cleaning of Drains         Bed Clearance / Cleaning of Drains         498000.00         Sngle Stape         22.03 2016         20.04 2016           Bed Clearance / Cleaning of Drains of Manghanwari Bed clearance / Cleaning of Drains of Nutrar Branch         Rs. 55000 00         5. Bed clearance / Cleaning of Drains         477000.00         Sngle Stape         22.03 2016         20.04 2016           Ho-000         Sngle Stape         Cleaning of Drains         Greaterance / Cleaning of Drains         Cleaning of Drains         22.03 2016         20.04 2016           Ho-000         Sngle Stape         Cleaning of Drains         Greaterance / Cleaning of Drains         22.03 2016         20.04 2016           Branch Drains of Nutrar         Branch Drains of Nutrar         Greaterance / Cleaning o		Khaintenance	FD-0+000 to S+800,								
Sub-Drain from RD	Sub-Dian from RD			Bungla Branch Drain from								
A Sub-Drain from RD.  3 +000 to 7 +529.  Bed Clearance / Cleaning of Drains Drain, RD-0 to 3 +700, T-18 Sub-Drain RD- 0 to 15+150  R 7-13 Sub-Drain RD- 0 to 15+150  R 7-13 Sub-Drain RD- 0 to 15+150  R 1-13 Sub-Drain RD- 0 to 15+164.  Bed clearance / Cleaning of Drains Cleaning of Drains Cleaning of Drains Cleaning of Drains Banch Drain, RD-0 to 10, MG-11 Sub-Drain	A Sub-Drain from RD.  3 + Good to 7 + 529.  Bed Clearance / Cleaning of Drains Orne Live(cip Orne Li			RD-0+000 to 2+150 & P-2L								
3+000 to 7+529.  Bed Clearance / Cleaning of Drains of Drains (Drains) of Drains of Thehri Main (Drains of Thehri Main (Br. 550000 00) 3. Bed clearance / Cleaning of Drains (Drains of Drains of Narians of Thehri Main (Br. 550000 00) 4. Bed clearance / Cleaning of Drains (Drains of Manghanwari (Branch Drain RD-0 to 10 10) (Drains of Manghanwari (Branch Drain RD-0 to 10) (Drains of Manghanwari (Branch Drains (Branch Drains Of Drains) (Branch Drains of Narians of Narians of Narians of Narians of Narians (Branch Drains (Branch Drains Of Drains of Narians of Narians (Branch Drains Of Drains of Narians (Branch Drains (Branch Drains Of Drains of Narians (Branch Drains (Branch Drains Of Drains of Narians (Branch Drains (Branch (Branch (Branch (Branch (Branch (Branch (B	3+000 to 7+529.         Red Cleaning of Drains         Res S5000 00         3 Bed cleaner / Cleaning of Drains         496500.00         Single Stage         22.03.2016         20.04.2016           Bed Cleaning of Drains of The Princip of Drains of The Princip of Drains of The Princip of Drains of Managhan RD- 0 to 15+150         Res S5000.00         3 Bed clearance / Cleaning of Drains         496500.00         Single Stage         22.03.2016         20.04.2016           8 T-11 Sub-Drain RD- 0 to 15+150         Res S50000.00         4. Bed clearance / Cleaning of Drains         496000.00         Single Stage         22.03.2016         20.04.2016           And-11 Sub-Drain RD- 0 to Op arins of Managhan war         Res S50000.00         4. Bed clearance / Cleaning of Drains         477000.00         Single Stage         22.03.2016         20.04.2016           G-500         Bed clearance / Cleaning of Drains         Gleaning of Drains         477000.00         Single Stage         22.03.2016         20.04.2016           Bench Clearance / Cleaning of Drains of Nurrar         Bench clearance / Cleaning of Drains         Gleaning of Drains         456000.00         Single Stage         22.03.2016         20.04.2016           Bench Clearance / Cleaning of Drains of Nurrar         Bench Clearance / Cleaning of Drains         Gleaning of Drains         456000.00         Single Stage         22.03.2016         20.04.2016			A Sub-Drain from RD.			-					
Bed Clearance / Cleaning of Drains         Rs. 550000 00         3. Bed clearance / Cleaning of Drains         496500.00         Single Stage         22.03.2016         20.04.2016           Orbitans of Thehri Main         Cleaning of Drains         22.03.2016         20.04.2016           8 T-11 Sub-Drain RD- to 15+150         Rs. 550000 00         4. Bed clearance / Cleaning of Drains         458000 00         Single Stage         22.03.2016         20.04.2016           8 Clearance / Cleaning of Drains of Manghawari         Rs. 55000 00         4. Bed clearance / Cleaning of Drains         Cleaning of Drains         Cleaning of Drains         22.03.2016         20.04.2016           MG-11 Sub- Drain RD-0 to 6+500 & D/Channel of Tube well No. B-08 RD-0         S. Bed clearance / Cleaning of Drains         A 77000.00         Single Stage         22.03.2016         20.04.2016           One finance / Cleaning of Drains of Nurrar Branch         Cleaning of Drains         Cleaning of Drains         A 75000.00         Single Stage         22.03.2016         20.04.2016           One finance / Cleaning of Drains of Nurrar         Cleaning of Drains         A 56000.00         Single Stage         22.03.2016         20.04.2016           One finance / Cleaning of Drains of Drains of Nurrar         Cleaning of Drains         A 56000.00 <td>Bed Clearance / Cleaning of Drains         Rs. 550000 00         3. Bed clearance / Cleaning of Drains         496500.00         Snepte Stape         22 03 2016         20 04.2016           Or Drains of Thehri Main Robins         Cleaning of Drains         Cleaning of Drains         Cleaning of Drains         Cleaning of Drains         458000.00         Snepte Stage         22 03.2016         20.04.2016           Sub-Drain RD- 10 15-150         Rs. 550000.00         4. Bed clearance / Cleaning of Drains         458000.00         Snepte Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains of Drains of Drains of Drains of Drains of Nurrar Branch         Rs. 550000.00         5. Bed clear ance / Cleaning of Drains         477000.00         Snepte Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Dra</td> <td></td> <td></td> <td>3+000 to 7+529.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Bed Clearance / Cleaning of Drains         Rs. 550000 00         3. Bed clearance / Cleaning of Drains         496500.00         Snepte Stape         22 03 2016         20 04.2016           Or Drains of Thehri Main Robins         Cleaning of Drains         Cleaning of Drains         Cleaning of Drains         Cleaning of Drains         458000.00         Snepte Stage         22 03.2016         20.04.2016           Sub-Drain RD- 10 15-150         Rs. 550000.00         4. Bed clearance / Cleaning of Drains         458000.00         Snepte Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains of Drains of Drains of Drains of Drains of Nurrar Branch         Rs. 550000.00         5. Bed clear ance / Cleaning of Drains         477000.00         Snepte Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Dra			3+000 to 7+529.								
of Drains of Thehri Main         Cleaning of Drains         C	of Drains of Thehri Main Drain, RD-0 to 3+700, 1-18 Sub-Drain RD-0 to 15+150 Sub-Drain RD-0 to 15+150 Sub-Drain RD-0 to 15+150 Sub-Drain RD-0 to 15+150 State Drain RD-0 to 15+150 State Drains of Drains of Drains of Drains of Drains of Drains of Nurran Branch Drains of Nurran Branch Drains of Nurran RD-0 to 0 Surgie Stage Sub-0 to 2+000 to 0 Sub-0 to 0		-	in Bed Clearance / Cleaning			496500.00	Single Stape	32 03 2016	20.04 2016	02.06.2016	
Sub-Drain RD- 0 to 15+150   Sub-Drain RD- 0 to 16+164."   Bed clearance / Cleaning of Drains of Manghanwari	Sub-Drain RD-			of Drains of Thehri Main		Cleaning of Drains		One Envelop	0100.00			
Sub-Drain RD- O to 15+150         8 7-11 Sub-Drain RD- O to 15+150           3+000 to 6+164."         4 Sed clearance / Cleaning of Drains of Manghanwari RD- O to Fine Drains of Manghanwari RD- O to Graning of Drains of Manghanwari RD- O to Graning of Drains of Manghanwari RD- O to Graning of Drains of Murrar Branch Cleaning of Drains of Nurrar Branch Cleaning of Drains Of Drains of Drains of Drains of Nurrar Branch Cleaning of Drains of	8 T-11 Sub-Drain RD- 0 to 15+150         8 T-11 Sub-Drain RD- 0 to 15+150         8 T-21 Sub-Drain RD- 0 to 15+150         8 T-21 Sub-Drain RD- 0 to 15+150         8 T-21 Sub-Drain RD- 0 to 16+164"         8 T-21 Sub-Drain RD- 0 to 16+164         8 T-21 Sub-Drain RD- 0 to 16+164         8 T-21 Sub-Drain RD- 0 to 16+164+16+16+16+16+16+16+16+16+16+16+16+16+16+			Drain, RD-0 to 3+700, T-1R								
### F-14. Sub-Drain RD- ### Sed clearance / Cleaning of Drains ### Greatenance / Cleaning of Drains ### Bed clearance / Cleaning of Drains ### Drain from RD-04000 ### St. 15.000.00	# 7-11 Sub-Drain RD- # 8 7-11 Sub-Drain RD- # 8 6d clearance / Cleaning of Drains of Manghawari # 8 6d clearance / Cleaning of Drains of Manghawari # 8 6d clearance / Cleaning of Drains of Nurrar Branch # 8 6d clearance / Cleaning of Drains of Nurrar Branch # 8 6d clearance / Cleaning of Drains # 8 7000.00 # 9 7000			Sub-Drain RD- 0 to 15+150								
3+000 to 6+164."  Bed clearance / Cleaning of Drains of Manghanwari Rb-0 to 10,  MG-1L Sub- Drain Rb-0 to 10,  MG-1L Sub- Drai	3+000 to 6+164."         Bed clearance / Cleaning of Drains         4. Bed clearance / Cleaning of Drains         498000.00         5ingle Stage         22.03.2016         20.04.2016           6 Drains of Manghanwarr         Branch Drain, RD-0 to 10, MG-1L Sub- Drain RD-0 to 10, MG-1L Sub- Drain RD-0 to 6+500 & D/Channel of Tube well No. B-08 RD-0         477000.00         5ingle Stage         22.03.2016         20.04.2016           6 +500 & D/Channel of 5 Sub Channel of 6 Sub Channel of 7 Tube well No. B-08 RD-0         6 Sub Channel of 7 Tube well No. B-08 RD-0         6 Sub Channel of 7 Tube well No. B-08 RD-0         7000.00         7004.2016         7004.2016           6 Sub Channel of 7 Tube well No. B-08 RD-0         6 Sub Channel of 7 Tube well No. B-08 RD-0         7000.00         7004.2016         7004.2016           6 Sub Channel of 7 Tube well No. B-08 RD-0         6 Sub Channel of 7 Sub C			& T-1L Sub-Drain RD.								
Bod clearance / Cleaning of Drains of Manghanwari         Rs. 550000.00         4. Bed clear ance / One finvelop         498000.00         Single Stage         22.03.2016         20.04.2016           of Drains of Manghanwari         Branch Drain, RD-0 to 10,         MG-11 Sub- Drain RD-0 to 10,         MG	Bed clearance / Cleaning         Rs. 550000.00         4. Bed clearance / Cleaning of Drains         5. Bed clearance / Cleaning of Drains         5. Bed clearance / Cleaning of Drains         4. Frivelop         5. Cleaning of Drains         5. Cleaning of Drains         5. Cleaning of Drains         6. Bed clearance / Cleaning of Drains			3+000 to 6+164."								
of Drains of Manghanwari  Branch Drain, RD-0 to 10,  MG-11 Sub- Drain RD-0 to 10,  Ede Clear ance / Cleaning Rs. 550000 00	of Drains of Manghanwarr  Branch Drain, RD-0 to 10,  MG-11 Sub- Drain RD-0 to 10,  Bed clear ance / Cleaning of Drains  Of Drains of Nurrar Branch  Drain from RD-0+000 to 10+000  Drain from RD-0+000 to 10+000  Gleaning of Drains  Bed clear ance / Cleaning of Drains  Of Drains of Nurrar  Cleaning of Drains  Branch Drain from RD-  Cleaning of Drains  Il +000 to 20+000.			Bed clearance / Cleaning	Rs. 550000.00		498000.00	Sinple Stage	22.03.2016	3106 20 06	02 06 2016	
Branch Drain, RD-0 to 10,   MG-1L Sub- Drain RD-0 to 2, Sec clear ance / Cleaning of Drains of Nurrar Branch   Sec clear ance / Cleaning of Drains of Nurrar Branch   Rs. 550000 to   Cleaning of Drains of Nurrar Branch   Rs. 550000 to   Rs.	Branch Drain, RD-0 to 10,   MG-1L Sub- Drain RD-0 to 2, Bed clear ance / Cleaning of Drains of Nurrar Branch   Single Stage   22.03.2016   20.04.2016			of Drains of Manghanwari		_		One Envelop		0102:40:07	0	
MG-1L Sub- Drain RD-0 to 6+500 & Drain RD-0 to 6+500 & Drain RD-0 to 5 to 5+500.       MG-1L Sub- Drain RD-0 to 6+500 & Drain RD-0 to 5+500.       Seed clear ance / Cleaning of Drains of Nurrar Branch Drain from RD-0+000 to 10+000.       Seed clear ance / Cleaning of Drains of Nurrar Branch Drain RD-0+000 to 10+000.       Seed clear ance / Cleaning of Drains of Nurrar Branch Drain RD-0+000 to 10+000.       Seed clear ance / Cleaning of Drains of Nurrar Branch Drain from RD-0+000 to 10+000.       Seed clear ance / Cleaning of Drains of Nurrar Branch Drain from RD-0+000 to 11+000 to 20+000.       Seed clear ance / Cleaning of Drains of Nurrar Branch Drain from RD-0+000 to 11+000 to 20+000.       Seed clear ance / Cleaning of Drains of Drains of Nurrar Branch Drain from RD-0+000 to 11+000 to 20+000.       Seed clear ance / Cleaning of Drains of Drains of Nurrar Branch Drain from RD-0+000 to 11+000 to 20+000.       Seed clear ance / Cleaning of Drains of Drains of Nurrar Branch Drain from RD-0+000 to 11+000 to 20+000.       Seed clear ance / Cleaning of Drains of Drains of Drains of Nurrar Branch Drain from RD-0+000 to 11+000 to 20+000.       Seed clear ance / Cleaning of Drains of	MG-1L Sub- Drain RD-0 to 6+500 & Drain RD-0 to 6+500 & Drain RD-0 to 5 to 5+600.       MG-1L Sub- Drain RD-0 to 6+500 & Surge Stage       22.03.2016       20.04.2016         6+500 & Drains of Drains of Drains of Drains from RD-0+000 to 10+000.       Surge Stage       22.03.2016       20.04.2016         10+000.       Single Stage       22.03.2016       20.04.2016         10+000.       Single Stage       22.03.2016       20.04.2016         10+000.       Cleaning of Drains of Nurrar       456000.00       Single Stage       22.03.2016         Branch Drain from RD.       Cleaning of Drains       Cleaning of Drains       11+000 to 20+000.       11+000 to 20+000.			Branch Drain, RD-0 to 10.								
6+500 & D/Channel of Tube well No. 8-08 RD-0 to 5+600. Bed clear ance / Cleaning of Drains of Nurrar Branch Cleaning Rs. 550000 0	6+500 & D/Channel of Tube well No. B-08 RD-0 to 5+600. Bed clear ance / Cleaning of Drains of Nurrar Branch Cleaning Ps. 5+600.00 Single Stage			MG-1L Sub- Drain RD-0 to				~				
Tube well No. B-08 RD-0  Bed clearance / Cleaning of Drains  Drain from RD-0+000 to  10+000.  Bed clearance / Cleaning of Drains  Cleaning of Drains  Cleaning of Drains  A 55000.00  Single Stage  Cleaning of Drains  Cleaning of Drains  A 55000.00  Single Stage  Cleaning of Drains  Cleaning of Drains  A 55000.00  Single Stage  Cleaning of Drains  Cleaning of Drains  Cleaning of Drains	Tube well No. B-08 RD-0  Tube well No. B-08 RD-0  Tube well No. B-08 RD-0  Edition of Drains of Nurrar Branch  One Finelop  Drain from RD-0+000 to  10+000.  Bed clearance / Cleaning of Drains  One Finelop  Cleaning of Drains  One Finelop  Single Stage  Cleaning of Drains  One Finelop  One F			6.000 P D (Change) of								
to 5+600.  Bed clearance / Cleaning Rs. 550000.00	to 5+600.  Bed clearance / Cleaning			H TE TO BE TO SERVE OF THE TENT OF THE TEN								
10 Seed Cleaning   Rs. 550000.00   S. Bed Clean ance /   477000.00   Surgle Stage   22.03.2016   20.04.2016     Bed Cleaning   Rs. 550000.00   Surgle Stage   22.03.2016   20.04.2016     Drain from RD-0+000 to   10+000.00   Surgle Stage   22.03.2016   20.04.2016     Bed Cleaning   Rs. 54000.00   Surgle Stage   22.03.2016   20.04.2016     Cleaning of Drains of Nurrar   Cleaning of Drains   11+000 to 20+000	10 Seed clear ance / Cleaning         S. Bed clear ance / One Fivelop         22.03.2016         20.04.2016           Bed clearance / Cleaning         Cleaning of Drains         A77000.00         Single Stage         22.03.2016         20.04.2016           Drain from RD-0+000 to         Bed clearance / Cleaning         6. Bed clearance / Cleaning of Drains         456000.00         Single Stage         22.03.2016         20.04.2016           Branch Drain from RD-         Cleaning of Drains         Cleaning of Drains         A56000.00         Single Stage         22.03.2016         20.04.2016			I UDE WEIT INO. B-US KD-U								
Bed clear ance / Cleaning         S. 550000.00         S. 86d clear ance / Cleaning of Drains         477000.00         sugle Stage         22.03.2016         20.04.2016           Or Prains of Nurrar Branch Of Drains Drain from RD-0+000 to 10+000.         Cleaning of Drains         456000.00         Single Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains of Drains from RD.         Cleaning of Drains         A 56000.00         Single Stage         22.03.2016         20.04.2016	Bed clear ance / Cleaning         S. 550000.00         S. 86d clear ance / Cleaning of Drains         477000.00         Surgle Stage         22.03.2016         20.04.2016           Op Drains of Nurrar Branch of Drains         Drain from RD-0+000 to         Cleaning of Drains         456000.00         Single Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains of Drains from RD-         Cleaning of Drains         Drain from RD-         22.03.2016         20.04.2016			to 5+600.								
of Drains of Nurrar Branch         Cleaning of Drains         One Fivelop           Drain from RD-0+000 to         10+000.           10+000.         Smgle Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains         Cleaning of Drains         A \$56000.00         Smgle Stage         22.03.2016         20.04.2016           Branch Drain from RD.         A \$6000.00         B \$6000.00 </td <td>of Drains of Nurrar Branch         Cleaning of Drains         One Fivelop           Drain from RD-0+000 to         10+000.           10+000.         Smgle Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains of Nurrar         Cleaning of Drains         A \$56000.00         Smgle Stage         22.03.2016         20.04.2016           Branch Drain from RD.         Cleaning of Drains         A \$56000.00         Smgle Stage         A \$5000.00         A \$5000.00</td> <td></td> <td></td> <td>v. Bed clearance / Cleaning</td> <td></td> <td></td> <td>4 7 7 0 0 0 . 0 0</td> <td>Smgle Stage</td> <td>22.03.2016</td> <td>20.04.2016</td> <td>02.06.2016</td> <td></td>	of Drains of Nurrar Branch         Cleaning of Drains         One Fivelop           Drain from RD-0+000 to         10+000.           10+000.         Smgle Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning of Drains of Drains of Nurrar         Cleaning of Drains         A \$56000.00         Smgle Stage         22.03.2016         20.04.2016           Branch Drain from RD.         Cleaning of Drains         A \$56000.00         Smgle Stage         A \$5000.00         A \$5000.00			v. Bed clearance / Cleaning			4 7 7 0 0 0 . 0 0	Smgle Stage	22.03.2016	20.04.2016	02.06.2016	
Drain from RD-0+000 to 10+000.  Bed clearance / Cleaning Rs. 51(000 00 6. Bed clearance / Cleaning of Drains of Nurrar Branch Drain from RD.  11+000 to 20+000	Drain from RD-0+000 to       0.04.2016         10+000.       Single Stage         Bed clearance / Cleaning of Drains of Drains Branch Drain from RD.       Cleaning of Drains         11+000 to 20+000.       Single Stage         22.03.2016       20.04.2016			of Drains of Nurrar Branch		Cleaning of Drains		One Envelop				
10+000.  Bed clearance / Cleaning R.S. 5-(2000.00 6. Bed clearance / 456000.00 Smgke Stage 22.03.2016 20.04.2016 of Drains of Nurrar Cleaning of Drains of Nurrar Branch Drain from RD.	10+000.         Snigke Stage         22.03.2016         20.04.2016           Bed clearance / Cleaning         6. Bed clearance / Cleaning of Drains         456000.00         Snigke Stage         22.03.2016         20.04.2016           Branch Drain from RD.         Cleaning of Drains         -         -         -         -           11+000 to 20+000.         -         -         -         -         -			Drain from RD-0+000 to			_					
Bed clearance / Cleaning         Rs. 54,000.00         6. Bed clearance / Cleaning of Drains         45,6000.00         Smgle Stage         22,03,2016         20.04,2016           One Linkelop         Cleaning of Drains         -         -         -         -           11+000 no 20+000         A         -         -         -	Bed clearance / Cleaning         Rs. 54,000,00         6. Bed clearance / Cleaning of Drains         45,6000,00         Smgle Stage         22,03,2016         20.04,2016           of Drains of Nurrar         Cleaning of Drains         Cleaning of Drains         11+000 to 20+000.         20,00,2016         20,04,2016			10+000.								
Cleaning of Drains Con Envelop	Cleaning of Drains				Fs. 55,0000.00		456000.00	Smale Stage	22.03.2016	20.04.2016	02.06.2015	
						_		One Envelop			\	
11+000 to 20+000				Branch Drain from RD:		,						
				11+000 to 20+000			_					

NECUTIVE ENGINEER
KHARPURE KHAIRPURE

### STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Name of Work:-	Bed Clearan Manghanw Drain RD-0 RD-0 to 5+6	nce / Cleaning of Drains of ari Branch Drain, RD-0 to 10, ) to 6+500 & D/Channel of Tu 600.	MG-1L Sub- be well No. B-08
Issue to			
On Payment o	f Rupees		
Vide D.R No.	***	Date	amala state e al-Mala Mala Mala Mala de para e para para para para para para p
Tender Issued	OR		

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

### Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

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

### BIDDING DATA

Company of the second second setting the second setting of the second se

(This section should be filled in by Bidding Documents).	the Engineer/Procu	ring Agency before issuan	ce of the
(a). Name of Procuring Agency	Executive Engineer		
	Drain, RD-0 to 10, M	ning of Drains of Manghanw G-11, Sub- Drain RD-0 to 6- well No. B-08 RD-0 to 5+6	±500
(c).Procuring Agency's address:-		ge Division Khairpur, SCA al Highway Khairpur,	
(d). Estimated Cost:- 49800	0.00		
(e). Amount of Bid Security:-	05%	(Fill in lump sun	amount
or in % age of hid amount /esti	imated cost, but not	exceeding 5%)	
(f).Period of Bid Validity (days):-	- <u>60 Davs</u>	(Not more than sixt	v days).
(g).SecurityDeposit:-(includinghi	idsecurity):	08%	hoda anakh Militara e e e e e e e e e e e e e e e e e e
(in % age of bid amount /estimated	d cost equal to $10^{6}$	)	
(h). Percentage, if any, to be dedu	ucted from bills :-	10.5 Income Tax - Securi	ty Deposit
(i). Deadline for Submission of B	ids along with tim	e:- <u>12.04.2016 @ 1.00</u> pn	<b>)</b>
(j). Venue, Time, and Date of Bio	•	P-Colony, Khairpur near C yay Khairpur, at 12,04,201	
(k). Time for Completion from w	critten order of co	nimence: - 45 Days	and the part of the company of the c
(L).Liquidity damages:-	0.05%	(0.05 of Estimated Cost o	r Bid cost per
day of delay, but total not e.	xceeding 10%).		
(m). Deposit Receipt No:			
(Executive Engine	er/Authority issuing	g bidding document)	
EX RHAIR	(ECUTIVE ENGIN EPUR DRAINAGE) KHAIRPUR	EER DIVISION	

### **Conditions of Contract**

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good during the execution of the wok, contractor shall be bound, in all in which 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 conditions exits:-
  - (i) contractor causes a breach of any clause of the Contract;
  - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - till) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above:
  - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

### Clause – 7: Payments.

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

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

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

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

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

### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

### Clause-10: Quality Control.

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

### (C) Uncorrected Defects:

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

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

### Clause - 11:

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

### Clause - 12: Examination of work before covering up.

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

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

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

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

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

### Clause -18: Financial Assistance / Advance Payment.

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

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

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

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

### BILL OF QUANTITIES

### (A) Description and rate of Items based on Composite Schedule of Rates.

11 23 30	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	2	3	.1	5	6

Ame	ount TOTAL (a)					
	% al	bove/below on the rates of		ount to be added/o premium quoted.		basis OTAL (b)
	Total	1 (A) = a+b in words & fig	gures:			
			r	12 1	D ' A	
Cot	ntractor		Execut	tive Engineer/	Procuring A	gency.

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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
					_

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

### Summary of Bill of Quantities.

Cost of Bid Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total(A) + Total(B)

Contractor

Executive Engineer/Procuring Agency

### SCHEDULE-B / BOQ

NAME OF WORK:— BED CLEARANCE / CLEANING OF DRAINS OF ALONG MANGHANWARI BRANCH DRAIN, RD-0 TO 10, MG-1L SUB- DRAIN RD-0 TO 6+500 & D/CHANNEL OF TUBE WELL NO. B-08 RD-0 TO 5+600.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	2	3	4	5	6
1	Engaging Hydraulic Excavator Machine with POL.	166 Hours	3000.00	P.Hour	498000.0
	[CS Rates 2012/P-I/Item No.4 (P-2015)]				
				TOTAL RS:	498000.0

CONTRACTOR

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

### ONDING DOC STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Name of Work:- Bed Clearance / Cleaning of Drains of P-IL Sub-Drain from RD-0+000 to 2+957,

> P-2L Sub-Drain from RD-3+600 to 15+564, T/M-1L Sub-Drain from RD-0+000 to 8+800, Bungla Branch Drain from RD-0+000 to 2+150 & P-2L A Sub-Drain from RD-3+000

to 7+529.

Issue to		
On Payment of Rupees		
Vide D.R No.	Date	
Tender Issued on		

**EXECUTIVE ENGINEER** KHAIRPUR DRAINAGE DIVISION KHAIRPUR

### General Rules and Directions for the Guidance of Contractors.

The second specifical states of the second

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

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

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

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

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

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

### BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).			
(a). Name of Procuring Agency Executive Engineer			
Bed Clearance / Cleaning of Drains of  Machine P-11, Sub-Drair, from RD-0+000 to 2+957, P-2L Sub-Drain from RD-3+600 to 15+564, T/M-11, Sub-Drain from RD-0+000 to 8+800, Bungla Branch Drain from RD-0+000 to 2+ & P-2L A Sub-Drain from RD-3+000 to 7+529.	<u>D-</u>		
(c).Procuring Agency's address:- Khairpur Drainage Division Khairpur, SCARP Colony near Old National Highway Khairpur.	r.		
(d). Estimated Cost:- 492000.00			
(e). Amount of Bid Security:- 05% (Fill in lump sum amount			
or in % age of bid amount /estimated cost, but not exceeding 5%)			
(f). Period of Bid Validity (days):- 60 Days (Not more than sixty days).			
(g).SecurityDeposit:-(includingbidsecurity):- 08%			
(in % age of bid amount /estimated cost equal to 10%)			
(h). Percentage, if any, to be deducted from bills :- 10.5 Income Tax + Security Deposit			
(i). Deadline for Submission of Bids along with time :-12.04.2016 @ 1.00 pm			
(j). Venue, Time, and Date of Bid Opening:- SCARP-Colony, Khairpur near Old Nation Highway Khairpur, at 12.04.2016 @ 2.00 l			
(k). Time for Completion from written order of commence: - 45 Days	inner tot		
(L). Liquidity damages:- 0.05% (0.05 of Estimated Cost or Bid cost	per		
day of delay, but total not exceeding 10%).			
(m). Deposit Receipt No: Date: Amount: (Executive Engineer/Authority issuing bidding document)			
EXECUTIVE ENGINEER			

### EXECUTIVE ENGINEER KHAIRPUR DRAINAGE DIVISION KHAIRPUR

### **Conditions of Contract**

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

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

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

### Clause – 3: Termination of the Contract.

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



- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

### Clause – 7: Payments.

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

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

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

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

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

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

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

### Clause-10: Quality Control.

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

### (C) Uncorrected Defects:

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

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

### Clause - 11:

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

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

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

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

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

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

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

### Clause -18: Financial Assistance / Advance Payment.

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

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

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

**Divisional Accountant** 

Contractor

### BILL OF QUANTITIES

### (A) Description and rate of Items based on Composite Schedule of Rates.

Itom So	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	2	3		5	6

Amount TOTA	L (a)		
	- % above/below on the rates of CSR.		the basis TOTAL (b
	Total (A) = a+b in words & figures:		
Contractor		Executive Engineer/Procuring	Agency

Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk



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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupecs
<u></u>					
			-		

Fotal (B)	in	words o	&	figures:
-----------	----	---------	---	----------

Contractor



### Summary of Bill of Quantities.

Cost of Bid

Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



### SCHEDULE-B / BOQ

NAME OF WORK:— BED CLEARANCE / CLEANING OF DRAINS OF P-1L SUB-DRAIN FROM RD-0+000 TO 2+957, P-2L SUB-DRAI FROM RD-3+600 TO 15+564, T/M-1L SUB-DRAIN FROM RD-0+000 TO 2+150 & P-2L A SUB-DRAIN FROM RD-3+000 TO 7+529

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	2	3	4	5	6
1	Engaging Hydraulic Excavator Machine with POL.	164 Hours	3000.00	P.Hour	492000.0
:  -	[CS Rates 2012/P-I/Item <b>N</b> o.4 (P-2015)]				
				TOTAL RS:	492000.0

CONTRACTOR

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

## STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Name of Work:- "Bed Clearance / Cleaning of Drains of Thehri Main Drain, RD-0 to 3+700, T-1R Sub-Drain RD-0 to 15+150 & T-1L Sub-Drain RD-3+000 to 6+164."

Issue to		
On Payment of Rupees		
Vide D.R No.	Date	
Tender Issued on		

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

### Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

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

### BIDDING DATA

(This section should be filled in b Bidding Documents).	by the Engineer/Pro	curing Agency	before issuance	e of the
(a). Name of Procuring Agency	Executive Engine	er		
b). Brief Description of Works (c).Procuring Agency's address	RD-0 to 3+700, T- Sub-Drain RD-3+0	1R Sub-Drain R 00 to 6+164." age Division K	D- 0 to 15+150 Chairpur, SCAF	& T-11. P Colony
(d). Estimated Cost:- 4920	00.00			
(e). Amount of Bid Security:				
or in % age of bid amount /e	estimated cost, but n	not exceeding 5	%)	
(f).Period of Bid Validity (days	):- <u>60 Days</u>	(Not i	more than sixty	days).
(g).SecurityDeposit:-(including	bidsecurity):	08%		
(in % age of bid amount /estima	ted cost equal to 10	<sup>0</sup> / <sub>0</sub> )		
(h). Percentage, if any, to be de	educted from bills	:- <u>10.5 Income</u>	Tax + Security	Deposit
(i). Deadline for Submission of	Bids along with ti	me :- <u>12.04.20</u>	16 <u>@</u> 1.00 pm	
(j). Venue, Time, and Date of E		RP-Colony, K hway Khairpui		
(k). Time for Completion from	written order of c	commence:	45 Days	
(L).Liquidity damages:-	0.05%	(0.05 of Est	imated Cost or	Bid cost per
day of delay, but total not	exceeding 10%).			
(m). Deposit Receipt No:	Date:		Amount:	
(Executive Engi	neer/Authority issui	ing bidding do	cument)	
	EXECUTIVE ENGI TRPUR DRAINAG KHAIRPUR thority   www.pprasindh	E DIVISION		

### **Conditions of Contract**

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

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

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the  $\Delta$ gency 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  $\Delta$ gency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

### Clause – 3: Termination of the Contract.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

### Clause – 7: Payments.

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

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

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

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

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

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

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

### Clause-10: Quality Control.

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

### (C) Uncorrected Defects:

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

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

### **Clause – 11:**

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

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

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

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

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

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

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

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

### Clause -18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

### **BILL OF QUANTITIES**

### (A) Description and rate of Items based on Composite Schedule of Rates.

(ryde i re	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
I	2	3	4	5	6

Amount 101A	L (a)		
	% above/below on the rates of CSR		sis AL (b)
	Total (A) = $a+b$ in words & figures:		
Contractor		Executive Engineer/Procuring Age	ncy.



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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
<u></u>					

Total (B)	in	words	&	figures:
-----------	----	-------	---	----------

Contractor

### Summary of Bill of Quantities.

Cost of Bid Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total(A) + Total(B)

Contractor

### SCHEDULE-B / BOQ

NAME OF WORK:— BED CLEARANCE / CLEANING OF DRAINS OF THEHRI MAIN DRAIN, RD-0 TO 3+700, T-1R SUB-DRAIN RD- 0 TO 15+150 & T-1L SUB-DRAIN RD-3+000 TO 6+164."

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	2	3	4	5	6
1	Engaging Hydraulic Excavator Machine with POL.	165.50 Hours	3000.00	P.Hour	496500.0
	[CS Rates 2012/P-I/Item No.4 (P-2015)]				
			<u> </u>	TOTAL RS:	496500.0

CONTRACTOR

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

# STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Name of Work:- "Bed Clearance / Cleaning of Drains of Machine Pir Mehar Main Drain RD-0+000 TO 10+000.

Issue to		
On Payment of Rupees _		
Vide D.R No.	Date	
Tender Issued on		

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

### Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

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

A CONTRACT CONTRACTOR OF STATE OF STATE

This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a). Name of Procuring Agency Executive Engineer (b). Brief Description of Works Bed Clearance / Cleaning of Drains of Pir Mehar Main Drain RD-0+000 to 10+000. (c). Procuring Agency's address: Khairpur Drainage Division Khairpur, SCARP Colony near Old National Highway Khairpur. 495000.00 (d). Estimated Cost:-(e). Amount of Bid Security:- 05% (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%) (f).Period of Bid Validity (days):- 60 Days (Not more than sixty days). (g). Security Deposit: - (including bidsecurity): - 08% (in % age of hid amount /estimated cost equal to 10%) (h). Percentage, if any, to be deducted from bills: - 10.5 Income Tax 4 Security Deposit (i). Deadline for Submission of Bids along with time: - 12.04.2016 @ 1.00 pm (i). Venue, Time, and Date of Bid Opening: SCARP-Colony, Khairpur near Old National Highway Khairpur, at 12.04.2016 *à* 2.00 PM (k). Time for Completion from written order of commence: - 45 Days (L).Liquidity damages:- 0.05% (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%). (m). Deposit Receipt No: Date: Amount: (Executive Engineer/Authority issuing bidding document) EXECUTIVE ENGINEER KHAIRPUR DRAINAGE DIVISION KHAIRPUR

### **Conditions of Contract**

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

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

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

### Clause – 3: Termination of the Contract.

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



- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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



### Clause – 7: Payments.

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

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

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

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

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

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

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 1976 on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

### Clause-10: Quality Control.

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

### (C) Uncorrected Defects:

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

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

### Clause - 11:

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

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

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

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

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

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

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

### Clause -18: Financial Assistance /Advance Payment.

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

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

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

**Divisional Accountant** 

Contractor

### BILL OF QUANTITIES

### (A) Description and rate of Items based on Composite Schedule of Rates.

: H = 0	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTA	L (a)		
	% above/below on the rates of CSR.	Amount to be added/deducted on a Of premium quoted.	the basis TOTAL (b)
	Total (A) $\approx$ a+b in words & figures:		
Contractor		Executive Engineer/Procuring	Agency

Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk



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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
····					

Total (B	ni (	words	&	figures:

Contractor

### Summary of Bill of Quantities.

Cost of Bid Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



### SCHEDULE-B / BOQ

### NAME OF WORK:— BED CLEARANCE / CLEANING OF DRAINS OF PIR MEHAR MAIN DRAIN RD-0+000 TO 10+000

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	2	3	4	5	6
1	Engaging Hydraulic Excavator Machine with POL.	165 Hours	3000.00	P.Hour	495000.0
	[CS Rates 2012/P-I/Item No.4 (P-2015)]				
				TOTAL RS:	495000.0

CONTRACTOR

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

### STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Name of Work:- "Bed Clearance / Cleaning of Drains of Nurrar Branch Drain From RD-11+000 to 20+000.

Issue to	·	
On Payment of Rupees		
Vide D.R No.	Date	
Tender Issued on		

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

## **Instructions to Bidders/ Procuring Agencies.**

#### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

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

# BIDDING DATA

(This section should be filled in by Bidding Documents).	the Engineer/Procurin	g Agency before issuance	e of the
(a). Name of Procuring Agency	Executive Engineer		
b). Brief Description of Works <u>I</u>	Bed Clearance / Cleaning RD-11+000 to 20+000.	g of Drains of Nurrar Branc	h Drain from
(c).Procuring Agency's address:-	Khairpur Drainage L near Old National H	Division Khairpur, SCAR lighway Khairpur.	P Colony
(d). Estimated Cost:- 456000	0.00		
(e). Amount of Bid Security:-	05%	(Fill in lump sum	amount
or in % age of bid amount /esti	mated cost, but not ex	ceeding 5%)	
(f).Period of Bid Validity (days):-	- <u>60 Days</u>	(Not more than sixty	days).
(g).SecurityDeposit:-(includingbi	dsecurity):	08%	
(in % age of bid amount /estimated	d cost equal to 10%)		
(h). Percentage, if any, to be dedu	acted from bills :- <u>10.</u>	5 Income Tax + Security	Deposit
(i). Deadline for Submission of B	ids along with time :-	12.04.2016 @ 1.00 pm	
(j). Venue, Time, and Date of Bid		Colony, Khairpur near Ol Khairpur, at 12.04.2016	
(k). Time for Completion from w	ritten order of comn	nence: - 45 Days	
(L).Liquidity damages:-	0.05% (0.	05 of Estimated Cost or	Bid cost per
day of delay, but total not e	xceeding 10%).		
(m). Deposit Receipt No:	Date:	Amount:	
(Executive Engine	er/Authority issuing b	dding document)	
KHAIR	ECUTIVE ENGINEE RPUR DRAINAGE DIV KHAIRPUR	VISION	
· Sindh Public Procurement Regulatory Autho	rity   <u>www.pprasindh.gov.p</u>	<u>K</u>	

#### **Conditions of Contract**

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good during the execution of the wok, contractor shall be bound, in all in which 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 conditions exits:-
  - (i) contractor causes a breach of any clause of the Contract:
  - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired:
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

#### Clause - 7: Payments.

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

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

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

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

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

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

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the



work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

#### Clause-10: Quality Control.

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

#### (C) Uncorrected Defects:

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

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

#### Clause - 11:

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

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

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

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

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

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

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

#### Clause -18: Financial Assistance / Advance Payment.

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

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

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

Divisional Accountant

Contractor

# BILL OF QUANTITIES

# (A) Description and rate of Items based on Composite Schedule of Rates.

17 mm 1 m	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
l	2	3	4	5	6

Amount TOTAL (a)	
% above/below on the rates of CSR	. Amount to be added/deducted on the basis Of premium quoted. TOTAL (t
Total (A) = $a+b$ in words & figures:	
Contractor	Executive Engineer/Procuring Agency

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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees

Total (	B)	in	words	&	figures:
---------	----	----	-------	---	----------

Contractor

# Summary of Bill of Quantities.

Cost of Bid Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total(A) + Total(B)

Contractor



# SCHEDULE-B / BOQ

# NAME OF WORK:— BED CLEARANCE / CLEANING OF DRAINS OF NURRAR BRANCH DRAIN FROM RD-11+000 TO 20+000.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	2	3	4	5	6
1	Engaging Hydraulic Excavator Machine with POL.	152 Hours	3000.00	P.Hour	456000.0
	[CS Rates 2012/P-I/Item No.4 (P-2015)]				
				TOTAL RS:	456000.0

CONTRACTOR

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

# STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Name of Work:- "Bed Clearance / Cleaning of Drains of along Nurrar Branch Drain From RD-0+000 to 10+000.

Issue to		
On Payment of Rupees		
Vide D.R No.	Date	 
Tender Issued on		

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR

# Instructions to Bidders/ Procuring Agencies.

#### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

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

# **BIDDING DATA**

(This section should be filled in by the Engineer/Procuring Agency befor Bidding Documents).	re issuance of the
(a). Name of Procuring Agency Executive Engineer	
b). Brief Description of Works <u>Bed Clearance / Cleaning of Drains of No RD-0+000 to 10+000</u> .	ırrar Branch Drain from
(c).Procuring Agency's address:- Khairpur Drainage Division Khairpur Drainage Drainage Division Khairpur Drainage Drainage Drainage Drainage Drainage Drainage Drainage Drainage Draina	_
(d). Estimated Cost:- 477000,00	
(e). Amount of Bid Security:- 05% (Fill in lu	ımp sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)	
(f).Period of Bid Validity (days):- 60 Days (Not more t	han sixty days).
(g).SecurityDeposit:-(includingbidsecurity):- 08%	
(in % age of bid amount /estimated cost equal to 10%)	
(h). Percentage, if any, to be deducted from bills :- 10.5 Income Tax +	- Security Deposit
(i). Deadline for Submission of Bids along with time :- 12.04.2016 @	1.00 pm
(j). Venue, Time, and Date of Bid Opening:- <u>SCARP-Colony, Khairpu</u> <u>Highway Khairpur, at 12</u>	
(k). Time for Completion from written order of commence: - 451	Days
(L).Liquidity damages:- 0.05% (0.05 of Estimated	Cost or Bid cost per
day of delay, but total not exceeding 10%).	
(nt). Deposit Receipt No:Date:An	iount:
(Executive Engineer/Authority issuing bidding documen	t)
EXECUTIVE ENGINEER KHARPUR DRAINAGE DIVISION KHAIRPUR	
Sindh Public Procurement Regulatory Authority   www.pprasindh.gov.pk	

#### **Conditions of Contract**

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

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

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

#### Clause – 3: Termination of the Contract.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

#### Clause - 7: Payments.

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

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

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

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

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

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

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the



work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

#### Clause-10: Quality Control.

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

#### (C) Uncorrected Defects:

In the case of any such failure, the Engineer-in-charge shall give the posturator at long 1/4 days intipo of his intention to use a tultal party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

#### Clause - 11:

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

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

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

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

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

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

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

## Clause -18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

# BILL OF QUANTITIES

# (A) Description and rate of Items based on Composite Schedule of Rates.

Are por Ten	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	2	3	4	5	6

Amount TOTAL (a)	
% above/below on the rates of CSR	. Amount to be added/deducted on the basis Of premium quoted. TOTAL (b
Total (A) = a+b in words & figures:	
Contractor	Executive Engineer/Procuring Agency

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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	A - 20-21-21-21-21-21-21-21-21-21-21-21-21-21-				

Total (B) in words & fig	gures:
--------------------------	--------

Contractor

# Summary of Bill of Quantities.

Cost of Bid Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total(A) + Total(B)

Contractor

# SCHEDULE-B / BOQ

# NAME OF WORK:— BED CLEARANCE / CLEANING OF DRAINS OF NURRAR BRANCH DRAIN FROM RD-0+000 TO 10+000.

S.NO 1	ITEM 2	QTY 3	RATE 4	UNIT 5	AMOUNT 6
	[CS Rates 2012/P-I/Item No.4 (P-2015)]				
	J		L	TOTAL RS:	477000.0

CONTRACTOR

EXECUTIVE ENGINEER
KHAIRPUR DRAINAGE DIVISION
KHAIRPUR