

NOTICE INVITING TENDERS

Sealed Standard Bidding Documents are invite from the interested bidders /firms as per SPRA Rules 2010 of procurement Advertisement for the following Works :-

S. No	Name of Work	Estimated cost	Earnest Money	Tender Fee	Time Allowed
01	Sanitation of Roads /Streets Cleaning / drainage lines surface drainage of Wards .No.09 to 43 (Total Ward 35 Nos) Period from 01-07-2016 to 30.06.2017	Quoted Rate	10%	5000/-	12 Months

1. The blank tender form will be available at the office of the undersigned from the date publication till date: **13.07.2016** during office hours on payment of such prices as specified against each of work.
2. The tender will be received back on **28.07.2016 up to 1:00 PM** and opened on the same day at 2:00PM in the presence of tender opening / evaluation committee and the bidders or their authorized representative who wish to be present.
3. If due to some certain official activities, the under signed is out of head quarter, the next dates for issue and opening will be as under.
 - i) Date of issue upto:- 29.07.2015
 - ii) Date of submit:- 15.08.2016 (1.00 PM).
 - iii) Date of Opening:- 15.08.2016 (2.00 PM)
4. **ELIGIBILITY CONDITIONS FOR INTENDING PARTICIPANTS ARE AS UNDER :-**
 - a) Full name permanent address , mobile No,Fax No, E-Mail Address & the organizational; structure.
 - b) Bio data of technical staff employees and to be made available with the firm to be produced .
 - c) Financial stability certificate issued by scheduled Bank.(Last Three Years)
 - d) Affidavit with undertaking that the information /particulars provided by him are true and correct.
 - e) Registration Income Tax Department along with NTN.
 - f) The intending agency /firms should have register/approved with **Sindh Revenue Board.**
 - g) The intending agency /firms have to submit the affidavit to the effect that his firm / agency is not involved in any litigation and left abandoned the work in any Government Department and not black listed.
 - h) List of Machinery and equipments available with documentary evidence of its ownership.
 - i) Documentary evidence of works executed, works in progress and certificate of satisfactory completions of work of same nature have by the applicant firm/ company.
 - j) Registration with Pakistan Engineering Council (valid for the year 2016 in the relevant field of specialization of work code (CE-09) and to the Extent of the tender amount of each work.
 - k) The earnest money specified would be pledged in the name of **Chief Municipal Officer Municipal Committee Nawabshah** the Shape of call deposit from any Scheduled Bank and must be attached with bid documents; otherwise it will not be entertained.
 - l) If firm/ partner involved in partnership deed, such details and power of attorney will be submitted on affidavit by the proprietor.
 - m) Conditional and telegraphic tender will not be entertained.
 - n) The procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, Subject to the relevant provision of "SPPRA Rules".
5. **Bid Validity (Period 90 Days).**
6. **Method of Procurement (Single Stage One Envelope):**
D.A/AS ABOVE.

(GUL MUHAMMAD KHOKHAR)
Chief Municipal Officer
Municipal Committee
Nawabshah

Copy forwarded we's for information:-

- The Secretary, Local Government Department Government of Sindh Karachi.
- The Director information (Advertisement) Public relation Sindh Secretariat Block 96 Karachi for publication in daily News Papers (Sindhi,Urdu & English (7 copies of NIT enclosed).
- The Director (A& F) Sindh public procurement regulatory Authority Sindh Secretariat Block No.4-A Karachi.
- The Administrator / Deputy Commissioner Shaheed Benazir Abad.
- The Director Local Government Shaheed Benazir Abad.
- The Assistant Director Local Government Shaheed Benazir Abad.
- The Assistant Director Local Fund Audit Shaheed Benazir Abad .
- Copy Notice Board .

Chief Municipal Officer
Municipal Committee
Nawabshah



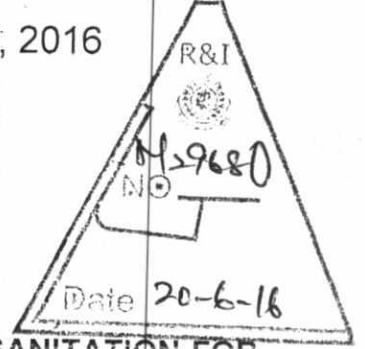
NO:SOG/(LG)/1-7/15(SBA)
GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 17th June, 2016

To,

The Administrator,
Municipal Committee, Nawabshah,
DISTRICT NAWABSHAH.

Order No. Genl- 378
Dated 22-06-016



SUBJECT: REQUEST FOR PERMISSION FOR CONTRACT OF SANITATION FOR THE FINANCIAL YEAR 2016-2017.

I am directed to refer to your letter No.GEN:/Admn:/EB/-297 of 2016 dated 09-06-2016, on the subject noted above and to state that permission is hereby accorded to process / initiate the procedure of auction / tender of sanitation work for the year 2016-2017 of Municipal Committee, Nawabshah as per Auction Policy issued by Local Government Department subject to budgetary allocation and observation of all codal formalities.

(A.W. MARI)

SECTION OFFICER (GENERAL)/DDO
FOR SECRETARY TO GOVT. OF SINDH

C.c to:-

1. P.S to Minister, Local Government Department, Karachi.
2. P.S to Secretary, Local Government Department, GoS, Karachi.
3. P.S to Deputy Secretary (General) Local Government Department, GoS, Karachi.
4. Office file.

SECTION OFFICER (GENERAL)/DDO



F3149R

**GOVERNMENT OF SINDH
LOCAL GOVERNMENT
DEPARTMENT**

Karachi, dated 30th June 2016

NOTIFICATION

No.SOG(LG)/I-28/2016: With the approval of Competent Authority, Procurement Committee is hereby constituted with the following composition alongwith TORs for sanitation works for the year 2016-17 of Municipal Committee, Nawabshah, district Shaheed Benazirabad:-

- | | |
|---|------------------|
| ○ Chief Municipal Officer, Municipal Committee, Nawabshah .. | Chairman |
| ○ Assistant Director, Local Government, Shaheed Benazirabad. | Member |
| ○ Accounts Officer, Municipal Committee, Nawabshah .. | Member |
| ○ Chief Officer, Municipal Committee, Nawabshah .. | Member/Secretary |
| ○ District Officer, Rural Development Deptt., S.Benazirabad. .. | Member |

Terms of References (TORs)

- ❖ Preparing bidding documents;
- ❖ Carrying-out technical as well as financial evaluation of the bids;
- ❖ Preparing evaluation report as provided in Rule-45 of Sindh Public Procurement Rules, 2010;
- ❖ Making recommendations for the award of contract to the competent authority; and
- ❖ Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVERNMENT OF SINDH

No.SOG (LG)/1-28/2016.

Karachi, dated the 30th June- 2016.

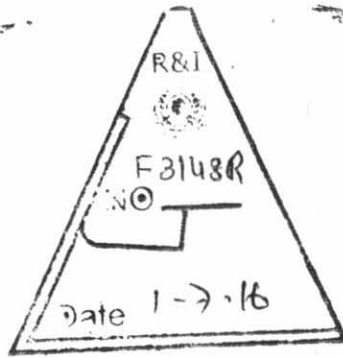
A copy is forwarded for information and necessary action to:-

- The Director, Local Government, Shaheed Benazirabad Division, Shaheed Benazirabad.
- Chief Municipal Officer, Municipal Committee, Nawabshah, with reference to his letter No.ME/MC/MCN/308/2016, dated 17.06.2016.
- Assistant Director, Local Government, Shaheed Benazirabad.
- Accounts Officer, Municipal Committee, Nawabshah.
- Chief Officer, Municipal Committee, Nawabshah.
- District Officer, Rural Development Deptt., S.Benazirabad.
- PS to Secretary, LG&HTP.
- PA to Additional Secretary (LG), Local Government Department.
- PA to Deputy Secretary (Gen:), Local Government Department.


(A.W. MARI)

SECTION OFFICER (GENERAL)/DDO

☎ 021-99212973
☎ 021-99211537



**GOVERNMENT OF SINDH
LOCAL GOVERNMENT
DEPARTMENT**

Karachi, dated 30th June- 2016 ..

NOTIFICATION

No.SOG(LG)/1-29/2016: With the approval of Competent Authority. Complaint Redressal Committee is hereby constituted with the following composition:-

- Director, Local Government, Shaheed Benazirabad. .. Chairman
- Executive Engineer, Public Health Engg: Deptt: S.B.Abad .. Member
- Divisional Accountant, Building Division, Shaheed Benazirabad.. Member

SECRETARY TO GOVERNMENT OF SINDH

No.SOG(LG)/1-29/2016.

Karachi, dated the 30th June- 2016.

A copy is forwarded for information and necessary action to:-

- The Director, Local Government, Shaheed Benazirabad Division, Shaheed Benazirabad.
- The Administrator, Municipal Committee, Nawabshah.
- The Executive Engineer, Public Health Engineering Department, Shaheed Benazirabad.
- The Divisional Accountant, Building Division, Shaheed Benazirabad.
- Assistant Director, Local Government, Shaheed Benazirabad.
- The Assistant Director, Local Fund Audit, Shaheed Benazirabad.
- The Chief Municipal Officer, Municipal Committee, Nawabshah, with reference to his letter No.EB/MCN/309/2016, dated 17.06.2016.
- PS to Secretary, LG&HTP.
- PA to Deputy Secretary (Gen:), Local Government Department.

(A.W. MARI)

SECTION OFFICER (GENERAL)/DDO

OFFICE OF THE ADMINISTRATOR MUNICIPAL COMMITTEE NAWABSHAH

No.EB/MCN/ 308 of 2016

Dated: 17/6/2016

To,

✓ The Secretary,
Government of Sindh
Local Government Department,
KARACHI

Subject: **CONSTITUTION OF GRIEVANCES REDRESSAL COMMITTEE UNDER RULE.31 OF SINDH PUBLIC PROCUREMENT REGULARITY AUTHORITY, 2013 FOR THE FINANCIAL YEAR 2016-17.**

In pursuance of Rule-31 of "SPPRA" 2013, The Procuring agency shall constitute a committee for compliant Redressal.

The proposal for constitution of Redressal Committee is submitted hereunder.

<u>S.No.</u>	<u>Designation</u>	<u>Position</u>
01	Director Local Government Shaheed Benazir Abad	Chairman
02	Executive Engineer Public Health Engineering Division Shaheed Benazir Abad	Member
03	Divisional Accountant Building Division District Shaheed Benazir Abad	Member

It is therefore requested that proposal of aforementioned Redressal Committee may please be approved and notified


**CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
NAWABSHAH**

C.C for information:-

- The Administrator, Municipal Committee Nawabshah / Deputy Commissioner Shaheed Benazir Abad
- The Manager (Assessment-IV) "Sindh Public Procurement Regularity Karachi.
- Office Record File.


**CHIEF MUNICIPAL OFFICER
MUNICIPAL COMMITTEE
NAWABSHAH**

BIDDING DATA

(This Section Should be filled in by the Engineer / Procuring Agency before issuance of the Bidding Documents)

- | | |
|--|---|
| (a) Name of Procuring Agency : | Chief Municipal Officer ,Municipal Committee
Nawabshah |
| (b) Brief Description of works | Sanitation of Roads /Streets Clearing / drainage lines
surface drainage of Wards .No.09 to 43 (Total Ward
35 Nos) Period from 01-07-2016 to 30.06.2017 |
| (c) Procuring Agency,s Address | Chief Municipal Officer ,Municipal Committee
Nawabshah |
| (d) Estimated Cost | Quoted Rate |
| (e) Amount of Bid Security | 10% |
| (f) Period of Bid Validity (90 days) | (Not more than Ninety days) |
| (g) Security Deposit i/c (Bid Security). | -- |
| (h) Percentage , if any, to be deducted from bills. | Income Tax |
| (i) Deadline for for submission of Bids alongwith time | upto 01.00 PM |
| (j) Venue, Time and Date of Bid Opening | Office of the Municipal Engineer, Municipal Committee
Nawabshah Time 02:00PM |
| (k) Time for completion from written order of commence : | 12 Months |
| (l) Liquidity Damages :- | -- |
| (m) Name of Contractor / Agency | _____ |
| (n) DepositReceipt No./Agency
(In words & figers)
DR.No. _____ Rs. _____ Date. _____
Call Deposit No. _____ Dated _____
of the _____ amounting to Rs. _____ | _____
_____ |

Rates

Contractor


Chief Municipal Officer
Municipal Committee
Nawabshah


SCHEDULE-B

Name of Work: Sanitation of Roads /Streets Cleaning / drainage lines surface
drainage of Wards .No.09 to 43 (Total Ward 35 Nos) Period from 01-
07-2016 to 30.06.2017

S.No	Description	Qty:	Rate	Unit	Amount	
1	<u>Salary Components.</u>					
	Salary Per Employee	400.00	Nos	Rs:	P.Month	Rs
2	<u>Contigent Component</u>					
	(i) Sanitation Materials	35.00	Wards	Rs:	Per Ward P.Month	Rs
	(ii) P.O.L for Vehicles	35.00	Wards	Rs:	Per Ward P.Month	Rs
	(iii) Supervision Charges	35.00	Wards	Rs:	Per Ward P.Month	Rs
						Rs

- 1 Any error / omission in the schedule "B" will be referred to approved estimate of works & schedule of rates decided accordingly
- 2 No Premium will be allowed on non schedule items of schedule "B".

Contractor


Assistant Executive Engineer
Municipal Committee
Nawabshah

(FORM OF BID)

(LETTER OF OFFER)

Bid Reference No. Sanitation of Roads /Streets Cleaning / drainage lines surface drainage of Wards .No.09 to 43 (Total Ward 35 Nos) Period from 01-07-2016 to 30.06.2017

To,

The Chief Municipal Officer
Municipal Committee
Nawabshah

Gentlemen,

1 Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.

2 We/I understand that all the Appendices attached hereto form part of this bid.

3 As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.

4 We undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.

5 We agree to abide by this bid for the period of _____ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

7 We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.

- 8 We understand that you are not bound to accept the lowest or any bid you may receive.
- 9 We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
- 10 We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the
- 11 procuring agency.



Cheif Municipal Officer
Municipal Committee
Nawabshah

No.EB/MCN/346 of 2016 Dated.11.07.2016

Description of work: Sanitation of Roads /Streets Cleaning / drainage lines surface drainage of Wards .No.09 to 43 (Total Ward 35 Nos) Period from 01-07-2016 to 30.06.2017

Date of Opening : 28.07.2016

BIDDERS ELIGIBILITY / QUALIFICATION REPORT

S. No.	Eligibility / Qualification Criteria	Bidders Name			
1	Registration with PEC (if applicable)				
2	NTN				
3	Sales Tax Registration				
4	Professional Tax				
5	Registration with Sindh Revenue Board (SRB)				
	Qualification Criteria:				
5	Minimum three years' experience of relevant field.				
6	Turnover of at least last three years				
7	Required Bid Security is attached.				
8	Bid is signed, named and stamped by the authorized person of the firm along with Authorization letter.				
9	Any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44				
10	Qualified/ Disqualified				


Chief Municipal Officer
Municipal Committee
Nawabshah

BUDGET ESTIMATE FOR THE YEAR 2016-2017

MUNICIPAL COMMITTEE NAWABSHAH

ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2016-17 MUNICIPAL COMMITTEE NAWABSHAH

Sr.No.	Description of Goods, Works, & Service	Quantity	Method and Procedure of Procurement	Anticipated date of advertisement where applicable	Anticipated date of completion of Procurement	Allocated Funds	Estimate cost of Items	Remarks
	<u>HEAD OF ACCOUNT</u>							
	<u>Sub-Head</u>							
1	Operation maintenance Water Supply	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	2500000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	<u>HEAD OF ACCOUNT</u>							
	<u>Sub-Head</u>							
2	Operation maintenance Drainage	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	4500000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	<u>HEAD OF ACCOUNT</u>							
	<u>Sub-Head</u>							
3	Chemicals for Water Supply	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	1500000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	<u>HEAD OF ACCOUNT</u>							
	<u>Sub-Head</u>							
4	Maintenance of Vehicles	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	4300000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	<u>HEAD OF ACCOUNT</u>							

BUDGET ESTIMATE FOR THE YEAR 2016-2017

MUNICIPAL COMMITTEE NAWABSHAH

ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2016-17 MUNICIPAL COMMITTEE NAWABSHAH

Sr.No.	Description of Goods, Works, & Service	Quantity	Method and Procedure of Procurement	Anticipated date of advertisement where applicable	Anticipated date of completion of Procurement	Allocated Funds	Estimate cost of Items	Remarks
	Sub-Head							
5	Purchase of Sanitation Materials/ Purchase Engines (Suction & Delivery pipes)	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	20000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
6	Sanitation Charges/ Services	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	60000000	Quotated Rate	Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
7	Purchase & repair of Furniture	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	33000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
8	Purchase & repair of Computer	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	5000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
9	Street lights maintenance/ purchase of materials	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	40000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							

BUDGET ESTIMATE FOR THE YEAR 2016-2017

MUNICIPAL COMMITTEE NAWABSHAH

ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2016-17 MUNICIPAL COMMITTEE NAWABSHAH

Sr.No.	Description of Goods, Works, & Service	Quantity	Method and Procedure of Procurement	Anticipated date of advertisement where applicable	Anticipated date of completion of Procurement	Allocated Funds	Estimate cost of Items	Remarks
	Sub-Head							
10	Purchase of Fire Fighting Materials	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	500000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
11	Purchase of Stationary/ Printing of Stationary	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	1480000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
12	Purchase of Medicine	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	1000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	HEAD OF ACCOUNT							
	Sub-Head							
13	(i) Maintenance Water Supply UGPL	N/A	Singhl Stage one envelop procedure		Case to case basis after fulfilling all formalities	2000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	(ii) Maintenance Drg. UGPL/ Raising of manholes/ cross.	N/A	=		=	2000000		=
	(iii) Maintenance Filter Plant	N/A	=		=	500000		=
	(iv) De-Silting water supply storage tank	N/A	=		=	2000000		=
	(v) De-Silting drainage oxidation tank/ sewerage lines.	N/A	=		=	3000000		=
	(vi) Repair maintenance M C office/ M C Masjid/ M C Properties	N/A	=		=	3500000		=

BUDGET ESTIMATE FOR THE YEAR 2016-2017

MUNICIPAL COMMITTEE NAWABSHAH

ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2016-17 MUNICIPAL COMMITTEE NAWABSHAH

Sr.No.	Description of Goods, Works, & Service	Quantity	Method and Procedure of Procurement	Anticipated date of advertisement where applicable	Anticipated date of completion of Procurement	Allocated Funds	Estimate cost of Items	Remarks
	(vii) Removal of Debris	N/A	=		=	2000000		=
	(viii) Maintenance metalled road/ CC road	N/A	=		=	2000000		=
	(ix) Maintenance Parks/ G-Belts.	N/A	=		=	3000000		=
	HEAD OF ACCOUNT							
	Sub-Head							
14	(i) C.C Topping	N/A	Singl Stage one envelop procedure		Case to case basis after fulfilling all formalities	10000000		Work will be executed as per SPPRA Rules-2013 Amended 2013 (subject to release of funds availability of funds)
	(ii) Brick Pavement	N/A	=		=	8000000		=
	(iii) Metalled road	N/A	=		=	4000000		=
	(iv) UGPL- Water Supply	N/A	=		=	500000		=
	(v) UGPL-Drainage/ Surface Drains/ Crosses/ Risins of manholes.	N/A	=		=	4000000		=
	(vi) Manhole Covers	N/A	=		=	6000000		=
	(vii) Construction compound walls Water supply, Graveyards.	N/A	=		=	-		=
	(viii) Costruction compound walls drainage Schemes	N/A	=		=	-		=
	(ix) Beautification of City	N/A	=		=	1000000		=
	(x) Construction waiting sheds/ public toilets specially for women	N/A	=		=	3000000		=
	(xi) Construction Shaheed Benazir Community Hall	N/A	=		=	-		=
	(xii) Women development/ workshops etc	N/A	=		=	500000		=
	(xiii) Hand Pumps	N/A	=		=	200000		=

BUDGET ESTIMATE FOR THE YEAR 2016-2017

MUNICIPAL COMMITTEE NAWABSHAH

ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2016-17 MUNICIPAL COMMITTEE NAWABSHAH

Sr.No.	Description of Goods, Works, & Service	Quantity	Method and Procedure of Procurement	Anticipated date of advertisement where applicable	Anticipated date of completion of Procurement	Allocated Funds	Estimate cost of Items	Remarks
	(xiv) Purchase of Land construction dumping place for garbage	N/A	=		=	-		=
	(xv) Construction of Store Room	N/A	=		=	2000000		=
	(xvi) Purchase of Bouzer for Water Supply/ Drainage	N/A	=		=	3000000		=
	(xvii) Purchase of Vehicles for M C Office	N/A	=		=	2000000		=
	(xviii) Purchase of TV & Firebrigade for CMO/ Chairman office	N/A	=		=	300000		=
	(xix) Purchase of diesel engines/ generators/ winching machines etc	N/A	=		=	1500000		=


ACCOUNTS OFFICER
 Municipal Committee Nawabshah


MUNICIPAL OFFICER
 Municipal Committee Nawabshah

FORM OF BID AND SCHEDULES TO BID

SCHEDULE TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be performed by Subcontractors.
- Schedule D to Bid: Proposed Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

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.

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The 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 far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as 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-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 cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.


Chief Municipal Officer
Municipal Committee
Nawabshah

Contractor