



OFFICE OF THE
DEPUTY COMMISSIONER MIRPURKHAS.
No.DC/Dev:(P)/ 481 /OF 2016 MIRPURKHAS DATED: 28 / 10 / 2016

NOTICE INVITING TENDERS

Sealed Bids are invited from the interested bidders / suppliers / contractors / firms for procurement / execution of the following works in the light of SPPRA Rule 2010 due to reason that previous N.I.T. was not published in Newspapers.

LIST OF WORK.

Sr. No.	Name of Works.	Estimate Cost.	Bid Security.	Tenders Fee.	Completion Period.
1	2	3	4	5	6

1. Repair of Deputy Commissioner Office Mirpurkhas. (East Wing) 0.9800 (M) 0.0490 (M) 1000 /- 06-Months.
2. Repair of Deputy Commissioner Office Mirpurkhas. (West Wing) 0.9500 (M) 0.0475 (M) 1000 /- 06-Months.
01. All the contractor / intended participant firms can purchase the separate set of tenders on payment of tender fee for each work from the date of publication of NIT in News Papers / SPPRA website upto **17-11-2016 @ 01:00 PM**. The same will be received back on **18-11-2016 upto 02:00 PM** and the same will be opened on same day **@ 02:00 PM** in presence of the contractors and committee.
02. Eligibility conditions for intending participants are as under :
 - i. Registration with Pakistan Engineering Council in the relevant field of specialization of work and to the extend of tender amount of each work.
 - ii. Bio data of Engineers and technical staff working with the firm.
 - iii. Documentary evidence of work executed / works in progress and certificate of satisfactory completion or works by the employers.
 - iv. List of works in progress indicating cost of each work and copy of letter of award or work.
 - v. List of machinery and equipment available with documentary evidence of its ownership certificate of Bank showing credit worthiness alongwith Bank statement.
 - vi. All the contractors / Firms having produced Pakistan Engineering Council Certificate for the current year may be allowed to participate in the tenders after submitting Solvency Certificate and other required documents as per SPPRA Rules.
03. Registration with Income Tax Department (NTN Certificate) / Sale Certificate where required and copy N.I.C. at the time of submission bids.
04. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
05. The bidders should submit earnest money as shown against each work in shape of Call Deposit prepared from the scheduled bank in favour of the undersigned.
06. Affidavit to the effect that the Firm / contractor have not been black listed previously by any executing agency.
07. Affidavit with effect that all documents / particulars / information furnished are true correct.
08. In case of Firm, list of partners / partnership Deed, giving full particulars of Directors / proprietors or others connected alongwith Power of Attorney. In case being sole proprietors such undertaking on affidavit be furnished.
09. In case of works costing below 4.00 (M) the condition @ Sr. No: 02 will not be applicable.

10. Tender will not be received after the schedule time.
11. The bidders should produce registration with Sindh Revenue Board in light of SPPRA Rule 2010 amended rule 46 (1) (iii) of 2014.

Terms and Condition of the Tenders.

- i. No conditional tenders will be entertained.
- ii. No tenders without Call Deposit will be considered.
- iii. The competent authority reserve the rights to reject any or all bids subject to provisions of SPPRA Rule 2010 / Amendment of 2013.
- iv. If, the tenders are un-responded the same will be issued and opened in the presence of the undersigned and the committee on the following dates & time.
- v. In case any member or procurement committee happens to be out of head quarters the bids will be received back and opened as per given schedule on the next working day.

Sr. No.	Sale of Blank Tenders.	Opening of the Tenders.
01	24-11-2016 (01:00 PM)	25-11-2016 (02:00 PM)


DEPUTY COMMISSIONER
MIRPURKHAS

Copy f.w.c's to the :

1. The Director (A&F) Government of Sindh, Sindh Public Procurement Regulatory Authority Block-8, Sindh Secretaries 4-A Court Road, Karachi for publicity on SPPRA website / CD attached.
2. The Commissioner Mirpurkhas Division Mirpurkhas.
3. The Superintending Engineer, Works & Services Department Mirpurkhas.
4. Copy to Notice Board.


DEPUTY COMMISSIONER
MIRPURKHAS



OFFICE OF THE
DEPUTY COMMISSIONER,
MIRPURKHAS

NO.DC/MPS/Dev: (P)/ 42 /2016/, DATED: 7-10-2016

NOTIFICATION

The undersigned has been pleased to continue the procurement committee in accordance with rule-7 of SPRA rules 2010 for procurement of "Repair of office Building (various branches) at Deputy Commissioner Office, Mirpurkhas" The TORs of committee are also mentioned below:

- | | |
|---|----------|
| 1. Deputy Commissioner, Mirpurkhas | Chairman |
| 2. Executive Engineer, Building Division
Mirpurkhas | Member |
| 3. District Accounts Officer, Mirpurkhas | Member |
| 4. Assistant Engineer, Highway Division
Taluka Shujaabad | Member |
| 5. Assistant Director, Planning, DC office
Mirpurkhas | Member |

TERMS OF REFERENCES:

The procurement committee shall perform the following function:

1. Preparation of bidding documents
2. Carrying out Technical as well as Financial Evaluation of the bids
3. Preparing Evaluation report as provided in rules-45 SPPRA 2010
4. Making recommendation for the award of contract to the competent authority and
5. Perform other function ancillary can incidental to the above.

[Signature]
DEPUTY COMMISSIONER
MIRPURKHAS

C.C to:

1. The Accountant General Sindh, Karachi
2. The Secretary to Government of Sindh Finance Department Karachi
3. The Managing Director SPPRA, Karachi
4. The Commissioner, Mirpurkhas Division Mirpurkhas
5. The Superintending Engineer, Works & Services Mirpurkhas
6. The all members Procurement Committee
7. Master file



OFFICE OF THE
DEPUTY COMMISSIONER,
MIRPURKHAS

NO.DC/MPS/Dev: (P)/ 425 /2016/, DATED: 7-10-2016

NOTIFICATION

In exercise of power conferred by rule-31 of Sindh Public Procurement (SPPRA) rule 2010 the " Complaints Redressal Committee" are hereby constituted for the office of the Deputy Commissioner/ Project Director Mirpurkhas:

1. Superintending Engineer, Works & Services Member
 Mirpurkhas
2. Assistant Engineer, Building Division Member
 Taluka Mirpurkhas
3. Mr. Shuja-ud-Din (Private Person) Member

The Committee shall act as per provision of rules-31 (1) (2) (a) (b) (3) (4) (a) (bb) (e) & (5) of Sindh Public Procurement Rule-2010.


DEPUTY COMMISSIONER
MIRPURKHAS

C.C to:

1. The Accountant General Sindh, Karachi
2. The Secretary to Government of Sindh Finance Department Karachi
3. The Managing Director SPPRA, Karachi
4. The Commissioner, Mirpurkhas Division Mirpurkhas
5. The Superintending Engineer, Works & Services Mirpurkhas
6. The all members Complaints Redressal Committee
7. Master file

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- 2 Repair of Deputy Commissioner Office
Mirpurkhas. (West Wing)

Issued to Mr. / M/s. _____

DR. No. _____

Dated: _____

Tender Fee Amount. _____

Rs. _____

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

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290069
Sr. No.02

NIT No.DC/Dev:(P)/ 488

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

- (a). **Name of Procuring Agency :-** Deputy Commissioner Mirpurkhas.
- (b). **Brief Description of Works :-** 2 Repair of Deputy Commissioner Office Mirpurkhas. (West Wing)
- (c). **Procuring Agency's Address :-** Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). **Estimated Cost :-** Rs. 0.9500 (M)
- (e). **Amount of Bid Security :-** Rs. 0.0475 (M) (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 Bid Security)** Rs. 0.0855 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). **Percentage, if any, to be Deducted from Bills.** --
- (i). **Deadline for Submission of Bids alongwith time :-** 17-11-2016 (01:00 PM)
(1st Attempt)
- (j). **Venue, Time and Date of Bid Opening :-** 18-11-2016 (02:00 PM)
(1st Attempt)
- (k). **Time for Completion form written order of commence :-** 06-Months.
- (l). **Liquidity Damages :-** -- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)
- (m). **Deposit Receipt No.** _____ **Date** _____ **Amount Rs.** _____

(Executive Engineer / Authority issuing bidding documents).

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 Procuring Agency 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

Draft Bidding Document for Works up to 4.00 M

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 contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Procuring Agency 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 Procuring Agency.

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

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

- (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 Procuring Agency 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.

Divisional Accountant

Contractor

**Deputy Commissioner
Mirpurkhas**

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

Item No	Quantities	Description of item to be executed at site.	Rate	Unit	Amount in Rupees.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

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

Deputy Commissioner
Mirpurkhas

Draft Bidding Document for Works up to 4.00 M

(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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

Deputy Commissioner
Mirpurkhas

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)

(SCHEDULE "B" ATTACHED)

Contractor

**Deputy Commissioner
Mirpurkhas**

Repair of Deputy Commissioner Office Mirpurkhas. (West Wing).**Schedule-"B".**

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>Part "A" Deputy Commissioner Office.</u>					
1	Leveling dressing and making lawn. (S.I.No:42, P-102)	22,325 -Sft:	181.5	%-Sft:	40,520
2	Supplying and filling sand under floor and plugging in walls. (S.I.No:29, P-26)	46,135 -Cft:	1141.25	%-Cft:	526,516
3	Extra lead for 06-miles. (S.I.No:01, P-01) (Schedule Carriage)	46,135 -Cft:	771.96	%-Cft:	356,144
Total:-					923,180

NOTE :-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively.

Contractor

[Handwritten Signature]
Deputy Commissioner
Mirpurkhas

ANNUAL PROCUREMENT PLAN

The below mentioned N.I.T have been invited.

Sr. No.	No. of NIT & Date.	Amount.	Allocation.	Release.
01.	DC/Dev:(P)/ 415 04-10-2016	1.9300 (M)	1.9300 (M)	1.9300 (M)

Note :- The other N.I.Ts. shall be invited when as receive the Administrative Approval and funds available from concerned quarter.


DEPUTY COMMISSIONER
MIRPURKHAS

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROUDUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- 1 Repair of Deputy Commissioner Office
Mirpurkhas. (East Wing)

Issued to Mr. / M/s. _____

DR. No. _____ *Dated:* _____

Tender Fee Amount. Rs. _____

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

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290069
Sr. No.01

NIT No.DC/Dev:(P)/ 436

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

- (a). **Name of Procuring Agency :-** Deputy Commissioner Mirpurkhas.
- (b). **Brief Description of Works :-** 1 Repair of Deputy Commissioner Office Mirpurkhas. (East Wing)
- (c). **Procuring Agency's Address :-** Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). **Estimated Cost :-** Rs. 0.9800 (M)
- (e). **Amount of Bid Security :-** Rs. 0.0490 (M) (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 Bid Security)** Rs. 0.0882 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). **Percentage, if any, to be Deducted from Bills.** --
- (i). **Deadline for Submission of Bids alongwith time :-** 17-11-2016 (01:00 PM)
(Ist: Attempt)
- (j). **Venue, Time and Date of Bid Opening :-** 18-11-2016 (02:00 PM)
(Ist: Attempt)
- (k). **Time for Completion form written order of commence :-** 06-Months.
- (l). **Liquidity Damages :-** -- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)
- (m). **Deposit Receipt No.** _____ **Date** _____ **Amount Rs.** _____

(Executive Engineer / Authority issuing bidding documents).

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 prorata 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.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having 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 Procuring Agency 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

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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 contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Procuring Agency 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 Procuring Agency.

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

Clause –18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

- (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 Procuring Agency 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.

Divisional Accountant

Contractor

**Deputy Commissioner
Mirpurkhas**

BILL OF QUANTITIES

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

Item No	Quantities	Description of item to be executed at site.	Rate	Unit	Amount in Rupees.
1	2	3	4	5	6
(SCHEDULE "B" ATTACHED)					

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

**Deputy Commissioner
Mirpurkhas**

(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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

**Deputy Commissioner
Mirpurkhas**

Repair of Deputy Commissioner Office Mirpurkhas. (East Wing).**Schedule-"B".**

Sr. No.	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>Part "A" Deputy Commissioner Office</u>					
1	Leveling dressing and making lawn. (S.I.No:42, P-102)	24,116 -Sft:	181.50	%-Sft:	43,771
2	Supplying and filling sand under floor and plugging in walls. (S.I.No:29, P-26)	49,882 -Cft:	1141.25	%-Cft:	569,278
3	Extra lead for 06-miles. (S.I.No:01, P-01) (Schedule Carriage)	49,882 -Cft:	771.96	%-Cft:	385,069
Total:-					998,118

NOTE:-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively.

Contractor

Deputy Commissioner
Mirpurkhas