

NOTICE INVITING TENDER

Sealed Tender on Standard bidding documents are invited from interested contractors /firms /parties/agencies under SPPRA rule 2010 (Amended 2013) for following works.

S#	Name of work	Estimate Cost In(M)	Earnest money (Rs)	Tender Fee(Rs)	Time of completion
1	Repair and Maintenance of Water Supply Scheme Golo Fakir (O/M)	0.500	2% on Bid	500	12 Months
2	Repair and Maintenance of Water Supply Scheme Baledai and Loung Tunio Taluka Mehar (O/M)	0.300	2% on Bid	500	12 Months
3	Repair and Maintenance of Water Supply Scheme Upper Aliwal Taluka Mehar (O/M)	0.200	2% on Bid	500	12 Months
4	Repair and Maintenance of Water Supply Scheme Darrah Taluka Dadu. (O/M)	0.200	2% on Bid	500	12 Months
5	Repair and Maintenance of Water Supply Scheme Pat Gul Muhammad Taluka Johi (O/M)	0.200	2% on Bid	500	12 Months

- Interested eligible bidders may obtain further information and bidding documents office of the undersigned /Down Load from SPPRA website. Earnest money in shape of pay order/ Call Deposit equivalent to 2% of estimated cost shall be pledged in favour of Executive Engineer Public Health Engg: Division Dadu. .The tenders without Earnest Money shall not be accepted.
- The Interested participants can purchase the tender documents on payments of tenders fee (not refundable) for the work tender will be issued from date of publication of N.I.T upto 20-02-2017 @ 11.00 AM.
- The tenders will be received back on 21-02-2017 @ 1.00 P.M and will be opened @ 2.00 PM in presence of tenders opening / evaluation committee and bidders or their authorized representatives who ever be present . If the tender work remains un-responded the tenders documents will be re-issued upto 08.03.2017 and will be received back on 09.03 -2017 upto 1.00 PM which will be opened in the presence of the participants at 2.00 PM on the same date

MANDATORY REQUIRMENTS.

- Valid PEC Registration Certificate for the year 2017.
- National Tax Number certificate .
- Affidavit in which the bidder undertakes that it is not involved in any litigation.
- Affidavit that the bidders has not been Black listed by any Government/Semi Government/Autonomous body.
- Sindh Revenue Board Registration Certificate .


EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
DADU

Copy forward along with N.I.T for information to:

- 01 The Director (C.B) Sindh Public Procurement Regulatory Authority, Government of Sindh, Barrack No.08 Secretariate No. 04A, Court Road Karachi.
- 02 The Secretary Information & Technology Department Ist floor Sindh Secretariat Karachi opposite Income Tax Building for Display on the web site of Government of Sindh www.Sind.gov.pk
03. The Secretary, Public Health Engg: Department, Govt: of Sindh Karachi.
04. The Chief Engineer, Public Health Engg: Department, Govt: of Sindh, Sukkur.
05. The Superintending Engineer, Public Health Engg: Circle Larkana
06. The Members of Procurements Committee for information.
07. The Executive Engineer (All) Under Superintending Engineer, Public Health Engg: Circle Larkana .
08. The Assistant Engineer (All) Under the Executive Engineer Public Health Engg: Divn: Dadu
09. Master file / Notice Board.



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING
DEPARTMENT
Karachi dated the 16th May, 2013

NOTIFICATION

No.SO(T)/PHE/SPPRA-Rules/2013 (pt-II), In exercise of powers conferred by Rule-7 of SPP Rules-2010, the Division wise Departmental Procurement Committee are hereby constituted in Public Health Engineering Department as under:-

	NAME OF PHE DIVISION	PROCUREMENT COMMITTEE	CHAIRMAN/MEMBER
01	Hyderabad	Executive Engineer, PHE, Division No. 1 Hyderabad	Chairman
		Executive Engineer, Education Works Division Hyderabad	Member
		Assistant Engineer, PHE Sub-Division, Qasimabad	Member
2	Jamshoro	Executive Engineer, PHE, Division Jamshoro	Chairman
		Executive Engineer, Education Works, Division Hyderabad	Member
		Assistant Engineer, PHE, Sub-Division Jamshoro	Member
3	Thatta	Executive Engineer, PHE, Division Thatta	Chairman
		Executive Engineer, Education Works Division Thatta	Member
		Assistant Engineer, PHE, Sub-Division No. 1 Thatta	Member
4	Tando Muhammad Khan	Executive Engineer, PHE, Division Tando Muhammad Khan	Chairman
		Executive Engineer, Education Works Division Tando Muhammad Khan	Member
		Executive Engineer, PHE, Sub-Division No. II Tando Muhammad Khan	Member

18	Shaheed Benazirabad	Executive Engineer, PHE, Division No. 5 Shaheed Benazirabad	Chairman
		Executive Engineer, Education Works Divn. Shaheed Benazirabad	Member
		Assistant Engineer, PHE, Sub-Division No. II Sakrand	Member
19	Larkana	Executive Engineer, PHE, Division Larkana	Chairman
		Executive Engineer, Building Provincial Division, Larkana	Member
		Assistant Engineer PHE, Sub-Division No. II Larkana	Member
20	Dadu	Executive Engineer, PHE, Division Dadu	Chairman
		Executive Engineer, Highway Division Dadu	Member
		Assistant Engineer, PHE, Sub-Division Johi	Member
21	Jacobabad	Executive Engineer, PHE, Division Jacobabad	Chairman
		Executive Engineer, Highway Division, Jacobabad	Member
		Assistant Engineer, PHE, Sub-Division No. 1 Jacobabad	Member
22	Kamber Shahdadkot @ Kamber	Executive Engineer, PHE, Division Kamber Shahdadkot @ Kamber	Chairman
		Executive Engineer, Education Works Division Kamber Shahdadkot @ Kamber	Member
		Assistant Engineer, PHE, Sub-Division No. 1 Kamber	Member
23	Shikarpur	Executive Engineer, PHE, Division Shikarpur	Chairman
		Executive Engineer, Machinery & Maintenance Division Khairpur @ Shikarpur	Member
		Assistant Engineer, PHE, Sub-Division Lathi	Member

24	Kashmore @ Kandhkot	Executive Engineer, PHE, Division Kashmore @ Kandhkot	Chairman
		Executive Engineer, Roads Kashmore @ Kandhkot	Member
		Assistant Engineer, PHE, Sub-Division No. 1 Kashmore @ Kandhkot	Member

Terms of reference of the Committees:

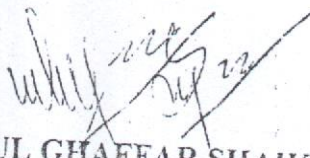
1. Preparing bidding documents
2. Carrying out technical as well as financial evaluation of the bids
3. Preparing evaluation report as provided in Rule 45
4. Making recommendations for the award of contract to the competent authority; and
5. Perform any other function ancillary and incidental to the above

S.M. KALEEM MAKKI

Secretary to Government of Sindh

A copy forwarded for information & necessary action to:-

- The Accountant General Sindh, Karachi.
- The Administrative Secretaries (all) in Sindh.
- The Commissioner (all) in Sindh.
- ✓ The Chief Engineer, PHED, Hyderabad / Sukkur.
- The Director, Procurement Regulatory Authority Sindh Karachi.
- The Deputy Commissioner (all) in Sindh.
- The Superintending Engineer, PHED (all) in Sindh.
- The Executive Engineer, PHE, Division (all) in Sindh.
- PS to Secretary, PHED, Govt. of Sindh, Karachi.
- Additional Secretary, PHED, Govt. of Sindh, Karachi.


(ABDUL GHAFFAR SHAIKH)
Section Officer (Technical)



Ph:071-9310448
Fax 071-9310447

Email:cephedsukkur@gmail.com

NO.E/PHED/ 3676 of 2015.
**OFFICE OF THE CHIEF ENGINEER,
PUBLIC HEALTH ENGG: DEPARTMENT
GOVERNMENT OF SINDH SUKKUR**

Sukkur, Dated. 10/11/2015.

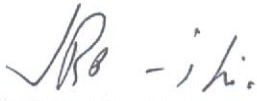
OFFICE ORDER.

As per advise of Sindh Public Procurement Regulatory Authority the office order No.E/PHED/3423 dated 09.10.2015 issued by this office is modified and **CRC committee** is hereby re-constituted to redress grievance / complaints that may arise during procuring proceedings in Public Health Engineering Division Dadu, as per exercise of the power confirmed under Rule 31 of the Sindh Public Procurement Rules 2010.

Superintending Engineer, Public Health Engineering Circle Larkana	Chairman
Executive Engineer Education Works Division Dadu	Member
Divisional Accounts Officer Southern Division Dadu	Member

The committee shall act in accordance with rule 31 of Sindh Public Procurement Rules 2010 (amended 2013).

D.A/As above.


(RAM CHAND.P.SANJHIRA)
CHIEF ENGINEER,
PUBLIC HEALTH ENGG: DEPARTMENT,
GOVT: OF SINDH SUKKUR

CC. to the

Manager Assessment-V Sindh Public Procurement Regulatory Authority Karachi for information w/r to his letter No.MRG(A&F)/SPPRA/337/(PHE)15-16/8257 dated 4th November 2015.

Superintending Engineer, Public Health Engineering Circle Sukkur / Larkana for information.

✓ Executive Engineer, Public Health Engineering Division Dadu for information/r to his letter No.GC/1231 dated 10.11.2015.

Executive Engineer Education Works Division Dadu for information.

Divisional Accounts Officer, Southern Division Dadu for information.

ANNUAL PROCUREMENT PLAN

(WORKS, GOODS & SERVICES)

Financial year 2016-17

S.No	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/ Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Rehabilitation of Water Supply Scheme Phakka	N/A	12.800	12.800	5.000	ADP	Single stage one Envelop			5.000		
2	Providing Installing Tube Well, Pump House, Staff Quarter, Compound Wall, Clear Water Tank, Repair of Civil Work, Approach Path for Water Supply Scheme Khanpur Taluka K.N Shah District Dadu.	N/A	12.500	12.500	14.750	ADP	Single stage one Envelop			14.750		
3	Providing Laying Jointing and Testing P E Pipe 3", 4", 6" & 8" Dia Delivery Man and Distribution System at Water Supply Scheme Khanpur District Dadu	N/A	23.000	23.000		ADP	Single stage one Envelop					
4	Water Supply Scheme Raham Ali Khoso Taluka Mehar District Dadu	N/A	7.300	7.300	2.500	ADP	Single stage one Envelop			2.500		
5	Water Supply Scheme Khad jo Goth Near Gahi Mahesar Taluka Mehar District Dadu.	N/A	8.000	8.000	2.500	ADP	Single stage one Envelop			2.500		
6	Rehabilitation Water Supply Scheme Saban Balro Taluka Mehar District Dadu.	N/A	6.200	6.200	2.500	ADP	Single stage one Envelop			2.500		
7	Water Supply Scheme Mehrab Gorer Taluka Mehar District Dadu.	N/A	9.400	9.400	2.750	ADP	Single stage one Envelop			2.750		
8	Improvement and Extension of Water Supply Scheme Sojro Gorer Taluka Mehar District Dadu	N/A	8.400	8.400	2.500	ADP	Single stage one Envelop			2.500		
9	Water Supply Scheme Manghay Ja Bhan Taluka Mehar District Dadu	N/A	7.800	7.800	2.500	ADP	Single stage one Envelop			2.500		
10	Water Supply Scheme Hassanabad and Village Ganharabad Taluka Mehar District Dadu	N/A	16.200	16.200	2.500	ADP	Single stage one Envelop			2.500		
11	Rural Water Supply Scheme Mir Khan Pahi & adjoining village of U.C Sindhi Butra Taluka K.N Shah District Dadu	N/A	20.000	20.000	6.334	ADP	Single stage one Envelop			6.334		
12	Rural Water Supply Scheme Kario Ghulamullah & Surrounding villages Taluka K.N Shah District Dadu.	N/A	30.000	30.000	6.654	ADP	Single stage one Envelop			6.654		
13	Water Supply Scheme Gul Muhammad Chandio Taluka K.N Shah District Dadu	N/A	13.000	13.000	3.750	ADP	Single stage one Envelop			3.750		
14	Water Supply Scheme Faqir Muhammad Birahmani Taluka K.N Shh District Dadu	N/A	12.000	12.000	4.300	ADP	Single stage one Envelop			4.300		
15	Construction of C.C Block and paving at Village Duabo Taluka Dadu District Dadu	N/A	5.000	5.000	5.000	ADP	Single stage one Envelop			5.000		
16	Construction of Compound Wall i/c Surface Drain, C.C Block for Various Mohalla Zone-A under Basic Human Facilities Drainage Scheme Johi.	N/A	12.400	12.400		ADP	Single stage one Envelop					

17	Construction of Surface Drain, C.C Block for various mohalla Zone-B under Basic Human Facilities Drainage Scheme, Jhri	N/A	10,000	10,000	10,000	15,000	ADP	Single stage one Envelop	7,500	7,500	
18	Providing Installing, Pumping Machinery for Oxidation Pond Zone A & B for Basic Human Facilities Drainage Scheme Jhri City	N/A	6,600	6,600	6,600		ADP	Single stage one Envelop			
19	Providing Laying Jointing P.E Pipe delivery main & Pumping Machinery at Water Supply Scheme (Filtration) Dadu	N/A	39,800	39,800	39,800	40,000	ADP	Single stage one Envelop	20,000	20,000	
20	Construction of Shallow Well, Pump House, Pumping Machinery at Water Supply Scheme Garhi Taluka K.N Shah District Dadu.	N/A	3,500	4,000	3,500	3,500	ADP	Single stage one Envelop			3,500
21	Repair and Maintenance of Water Supply Scheme Golo Fakir (O/M)	N/A	0,500	0,500	0,500		M&R	Single stage one Envelop			
22	Repair and Maintenance of Water Supply Scheme Baledai and Loung Tunio Taluka Mehar (O/M)	N/A	0,300	0,300	0,300		M&R	Single stage one Envelop			
23	Repair and Maintenance of Water Supply Scheme Uper Aliwal Taluka Mehar (O/M)	N/A	0,200	0,200	0,200	1,500	M&R	Single stage one Envelop			1,500
24	Repair and Maintenance of Water Supply Scheme Darrah Taluka Dadu (O/M)	N/A	0,200	0,200	0,200		M&R	Single stage one Envelop			
25	Repair and Maintenance of Water Supply Scheme Pat GuMuhammad Taluka Jhri (O/M)	N/A	0,200	0,200	0,200		M&R	Single stage one Envelop			


 EXECUTIVE ENGINEER
 PUBLIC HEALTH ENGG; DIVISION
 DADU

GOVERNMENT OF SINDH



PUBLIC HEALTH ENGINEERING DIVISION DADU

STANDARD BIDDING DOCUMENTS **PROCUREMENT OF WORKS (SPPRA BIDDING DOCUMENTS)** **(For Contracts Costing up to Rs. 2.5 Million).**

Name of Work: **(01) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME**
GOLO FAQIR TALUKA JOHI.

N.I.T NO: & DATE: NO: TC / 137 / dated;- 26.01.2017

DATE OF ISSUE: **20.02.2017**

DATE OF OPENING: **21.02.2017**

TENDER ISSUED TO: _____.

D.R.NO: & DATE: _____.

STANDARD BIDDING DOCUMENT IS INTENDED AS MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT PRICE FOR UNIT RATES IN A BILL OF QUANTITIES) TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTOS.

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BIDDING DATA

(This section should be filled in by the office of the Executive Engineer, Public Engineering Division Dadu, before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Dadu.
(b)	Brief Description of works:-	<u>(01) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME GOLO FAKIR TALUKA JOHI.</u>
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engineering Division Dadu. Near Gharibabad Muhalla Dadu.
(d)	Estimated Cost:-	Rs: 0.500 Million
(e)	Amount of Bid Security:-	Rs: 10000 /-
(f)	Period of Bid Validity (Days):-	(90 days)
(g)	Security Deposit (i/c Bid Security):-	(10%)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% Income Tax) & (8% Security Deposit).
(i)	Deadline for submission of Bids along with time:-	21-02-2017 @ 1.00 PM
(j)	Venue, time & date of Bid Opening:-	21-02-2017 @ 2.00 PM
(k)	Time for completion from written order of commence:-	(12 Months)
(l)	Liquidity Damages:-	(1% on estimated cost per day subject to minimum of 10%)
(m)	Deposit receipt No: date & Amount (in words and figure):-	C.D No: _____ dated:- _____ Amount Rs: _____ Bank _____ _____ M/S _____.

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;

(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;

(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at

least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as 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-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

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

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

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the 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 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 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.

CONTRACOR

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.**

BILL OF QUANTITY

(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

Amount TOTAL (a)

Rs.

..... % above/below on the rates of CSR.

Amount to be added /deducted on the basis
Of premium (TOTAL (b)

Rs.

Total (A) = a + b in words & Figures:

Contractor

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.

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

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

Total (B) in words & Figures:

Contractor

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.**

SUMMARY OF BILL QUANTITY

ABSTRACT

COST OF BID **Rs:** _____

(A) Cost based on Composite schedule of rates **Rs:** _____

(B) Amount of Item based on Non Schedule Items **Rs:** _____

TOTAL COST OF BID **Rs:** _____

CONTRACTOR

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BOQ / SCHEDULE 'B'

Name of work:-

**(1) REPAIR AND MAINTENANCE OF WATER SUPPLY
SCHEME GOLO FAQIR TALUKA JOHI**

S.No :	Item	Qty:	Rate	Unit	Amount
1	Rewinding of electric motor 3 phase 400/440 volts 50 volts with best quality insulated copper wire of required gauge i/c testing on load with satisfactory result upto one weeks time opening and refitting and replacing the bolts if necessary excluding the cost of worn out material. (2 poles 2800). (G.S.I-97, P-109). 15 BHP	1.00 Sets	@Rs 14500.00	P-Set	Rs 14500
2	Dismantling and taking out Turbine pump for Repair and Re-Installing the same position i/c cartage at site of work. (Non Sch: Item)	1 Nos	@Rs 8000.00	Each	Rs 8000
3	AMPER METER Providing and fixing ampermeters size 96/96mm Direct 15 A, 30A,50A, 60A & 100A as required and as per instruction of Engineer incharge. (Elec: Sch: Item No:284, P-41)	1 Nos	@Rs 1054.00	Each	Rs 1054
4	VOLT METER Providing and fixing voltmeters size 96/96mm 500 volt as required and as per instruction of Engineer incharge. (Elec: Sch: Item No:285, P-41)	1 Nos	@Rs 999.00	Each	Rs 999
5	P/F Main switch 60 Amp: meter (Non Sch: Item)	1 No:	@Rs 4000.00	Each	Rs 4000
6	Threading of Columns pipe and shafts (Non Sch: Item)	1 No:	@Rs 5000.00	Each	Rs 5000
7	S/F Automatic mtor control Unit (MCU) consist oil starter (MEECO Pakistan) MCCB Breaker 10-A, to 50-A cut out 60-A Amp: meter (60/5A) (SELCO China) volt meter (500-V) phase indication light include transformer oil (2 litters) pannel board 18"x26"x9" and internal wiring etc: complete.(Non Sch: Item)				

	15 BHP	1.00	Sets	@Rs	33600.00	P-Set	Rs	33600
8	Providing laying G.I pipe and clamps etc: i/c fixing cutting and fitting complete i/c the cost of breaking through walls and making good etc: painting 3 coats after cleaning the pipe with zink paint with pigments to match the pressure head of 200 ft and handling. (E.S.I-1, P-12). 6" dia	20.00	Rft	@Rs	896.17	P-Rft	Rs	17923
9	Providing installing M.S flange made out of M.S sheet i/c cutting drilling holes and welding with M.S pipe etc: complete.(Sant.S.I-1, P-5). 6" dia	2	Nos	@Rs	800.44	Each	Rs	1601
10	Butt Fusion Joint. (Sch: of Mat: I-H, P-20) 6" dia	2	Joints	@Rs	1000.00	P-Joint	Rs	2000
11	Flange Adopter (Non Sch: Item) 6" dia	2	Joints	@Rs	1215.00	P-Joint	Rs	2430
12	Excavation for pipe line entrenches and pits in soft soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint hoes and disposal of surplus earth within a one chain as directed by engineer in charge providing fence guards light fags and temporary crossing for non vehicular traffic where ever required lift up 5 ft lead u (1.52 m) and lead up to one chain (30.5 m) (P.H.S.I- 3 P- 60)	7175	Cft	@Rs	3600.00	P%0Cft	Rs	25830
13	Providing laying and fixing in trenches i/c fitting jointing and testing etc: complete in all respect the high density polythylene P.E pipe (HDPE-100) for water supply confirming ISO 4427/DIN8074/ 8075 B.S 3580 & PSI 3051. (P.H.S.I-1, P-25) PN-08 6" dia (160mm)	360	Rft	@Rs:	440.00	P-Rft	Rs:	158400
14	Providing uPVC pipes of clas B make fixing in tretnches i/c cutting fitting and jointing with Z joint with one rubber rings i/c testing with water to head 61 meter or 200 ft. (G.S.I-1, P-22). 4" dia 6" dia	60	Rft	@Rs:	137.00	P-Rft	Rs:	8220
		400	Rft	@Rs:	262.00	P-Rft	Rs:	104800

15	Special cast iron fitting for PVC pipe (P.H.S.(M)- I-1 P-29) Tail Piece 6" dia	4 Nos:	@Rs: 618.75	Each	Rs: 2475
	Gibault Joint 4" dia	6 Nos:	@Rs: 731.25	Each	Rs: 4388
	6" dia	18 Nos:	@Rs: 1062.50	Each	Rs: 19125
	PVC Socket 4" dia	6 Nos:	@Rs: 1125.00	Each	Rs: 6750
	6" dia	18 Nos:	@Rs: 1575.00	Each	Rs: 28350
16	C.I Sluice valve heavy patter test pressure 21 Kg/sq: cm or 300 lbs/sq: inch. (P.H.S.(M).I-12, P-2). 6" dia	2 Nos:	@Rs: 9360.00	Each	Rs: 18720
17	Fixing of sluice valve with 2 cast iron tail pieces, one end flanged and other with socket i/c the cost of nuts and rubber packing labour etc: complete ((P.H.S.I-11,P-92) 6" dia	2 Nos:	@Rs: 1886.00	Each	Rs: 3772
18	Making joint to PVC specials fitting i/c laying of specials and cost of solvent required diameter and testing the joints along with PVC pipe line B, C & D class specified pressure and making good to all leaky joints etc: complete. (P.H.S- I-1 P-41) 4" dia	6 Joints.	@Rs: 70.00	P-Joint	Rs: 420
	6" dia	18 Joints.	@Rs: 96.00	P-Joint	Rs: 1728
19	Jointing C.I/M.S flanged pipes and specials flanged and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (P.H.S- I-1 P-40) 4" dia	6 Joints.	@Rs: 513.00	P-Joint	Rs: 3078
	6" dia	18 Joints.	@Rs: 938.00	P-Joint	Rs: 16884
20	Refilling the excavated stuff in trenches 6" thick Layer i/c watering ramming to fu compaction etc complete (P.H.S- I-24 P-53) 6457.50 Cft		@Rs: 2760.00	P%0Cft	Rs: <u>17823</u>

Rs: 511870

ABSTRACT

	Name of Component	Sch: Item	N- S.Item	Total
1	REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME GOLO FAQIR TALUKA JOHI	458840	53030	Rs: 511870
		458840	53030	Rs: 511870
	Total Amount of Composite schedule			Rs: _____
	_____ %above / below on the rates of CSR			Rs: _____
	Amount to be added / deducted on the basis of premium			Rs: _____
	Total Amount of Non Schedule items			Rs: _____
			TOTAL AMOUNT	Rs: _____

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stuff from the side of work to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid separately

CONTRACTOR.

Executive Engineer
Public Health Engg:Division
Dadu.

GOVERNMENT OF SINDH



PUBLIC HEALTH ENGINEERING DIVISION DADU

STANDARD BIDDING DOCUMENTS **PROCUREMENT OF WORKS (SPPRA BIDDING DOCUMENTS)** **(For Contracts Costing up to Rs. 2.5 Million).**

Name of Work: **(2) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME**
BALEDAI AND LOUNG TUNIO TALUKA MEHAR

N.I.T NO: & DATE: NO: TC/ 137 / dated;- 26.01.2017

DATE OF ISSUE: **20.02.2017**

DATE OF OPENING: **21.02.2017**

TENDER ISSUED TO: _____

D.R.NO: & DATE: _____

STANDARD BIDDING DOCUMENT IS INTENDED AS MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT PRICE FOR UNIT RATES IN A BILL OF QUANTITIES) TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTOS.

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BIDDING DATA

(This section should be filled in by the office of the Executive Engineer,
Public Engineering Division Dadu, before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Dadu.
(b)	Brief Description of works:-	<u>(2) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME BALEDAL AND LOUNG TUNIO TALUKA MEHAR</u>
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engineering Division Dadu. Near Gharibabad Muhalla Dadu.
(d)	Estimated Cost:-	Rs: 0.300 Million
(e)	Amount of Bid Security:-	Rs: 6000/-
(f)	Period of Bid Validity (Days):-	(90 days)
(g)	Security Deposit (i/c Bid Security):-	(10%)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% Income Tax) & (8% Security Deposit).
(i)	Deadline for submission of Bids along with time:-	21-02-2017 @ 1.00 PM
(j)	Venue, time & date of Bid Opening:-	21-02-2017 @ 2.00 PM
(k)	Time for completion from written order of commence:-	(12 Months)
(l)	Liquidity Damages:-	(1% on estimated cost per day subject to minimum of 10%)
(m)	Deposit receipt No: date & Amount (in words and figure):-	C.D No: _____ dated:- _____ Amount Rs: _____ Bank _____ _____ M/S _____.

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;

(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;

(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at

least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as 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-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

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

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

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the 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 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 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.

Contractor

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.**

BILL OF QUANTITY

(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

Amount TOTAL (a)

Rs.

..... % above/below on the rates of CSR.

Amount to be added /deducted on the basis
Of premium (TOTAL (b)

Rs.

Total (A) = a + b in words & Figures:

Contractor

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.

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

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

Total (B) in words & Figures:

Contractor

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.**

SUMMARY OF BILL QUANTITY

ABSTRACT

COST OF BID **Rs:** _____

(A) Cost based on Composite schedule of rates **Rs:** _____

(B) Amount of Item based on Non Schedule Items **Rs:** _____

TOTAL COST OF BID **Rs:** _____

CONTRACTOR

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BOQ / SCHEDULE 'B'

(2) REPAIR AND MAINTENANCE OF WATER SUPPLY
SCHEME BALEDAL AND LOUNG TUNIO TALUKA
MEHAR

Name of work:-

<i>S.No:</i>	<i>Item</i>	<i>Qty:</i>	<i>Rate</i>	<i>Unit</i>	<i>Amount</i>
<u>WATER SUPPLY SCHEME BALEDAL</u>					
1	Rewinding of electric motor 3 phase 400/440 volts 50 volts with best quality insulated copper wire of required gauge i/c testing on load with satisfactory result upto one weeks time opening and refitting and replacing the bolts if necessary excluding the cost of worn out material. (2 poles 2800). (G.S.I-97, P-109).				
	7.5 BHP	1.00	Sets @Rs	8396.00	P-Set Rs 8396
	15 BHP	1.00	Sets @Rs	14500.00	P-Set Rs 14500
2	Dismantling and taking out Turbine pump for Repair and Re-Installing the same position i/c cartage at site of work. (Non Sch: Item)				
		2	Nos @Rs	8000.00	Each Rs 16000
3	AMPER METER Providing and fixing ampermeters size 96/96mm Direct 15 A, 30A,50A, 60A & 100A as required and as per instruction of Engineer incharge. (Elec: Sch: Item No:284, P-41)				
		1	Nos @Rs	1054.00	Each Rs 1054
4	VOLT METER Providing and fixing voltmeters size 96/96mm 500 volt as required and as per instruction of Engineer incharge. (Elec: Sch: Item No:285, P-41)				
		1	Nos @Rs	999.00	Each Rs 999
5	P/F Main switch 60 Amp: meter (Non Sch: Item)				
		1	No: @Rs	4000.00	Each Rs 4000
6	Threading of Columns pipe and shafts (Non Sch: Item)				
		2	No: @Rs	5000.00	Each Rs 10000

7	Supplying and fixing Socket rubber bushes (Non Sch: Item)	8	No:	@Rs	1800.00	Each	Rs	14400	
8	S/F Automatic motor control Unit (MCU) consist oil starter (MEECO Pakistan) MCCB Breaker 10-A, to 50-A cut out 60-A Amp: meter (60/5A) (SELCO China) volt meter (500-V) phase indication light include transformer oil (2 liters) pannel board 18"x26"x9" and internal wiring etc: complete.(Non Sch: Item)	7.5 BHP	1.00	Sets	@Rs	31900.00	P-Set	Rs	31900
9	Supplying Mechanical seal for HMA pumps (Non Sch: Item)	1	No:	@Rs	7500.00	Each	Rs	7500	
10	Providing laying G.I pipe and clamps etc: i/c fixing cutting and fitting complete i/c the cost of breaking through walls and making good etc: painting 3 coats after cleaning the pipe with zink paint with pigments to match the pressure head of 200 ft and handling. (E.S.I-1, P-12).	6" dia	60.00	Rft	@Rs	896.17	P-Rft	Rs	53770
11	Providing installing M.S flange made out of M.S sheet i/c cutting drilling holes and welding with M.S pipe etc: complete.(Sant.S.I-1, P-5).	6" dia	3	Nos	@Rs	800.44	Each	Rs	2401
12	Excavation for pipe line entrenches and pits in soft soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint hoes and disposal of surplus earth within a one chain as directed by engineer in charge providing fence guards light fags and temporary crossing for non vehicular traffic where ever required lift up 5 ft lead u (1.52 m) and lead up to one chain (30.5 m) (P.H.S.I- 3 P- 60)	768	Cft	@Rs	3600.00	P%0Cft	Rs	2765	
13	Special cast iron fitting for PVC pipe (P.H.S.(M)- I-1 P-29) Gibault Joint	4" dia	2	Nos:	@Rs:	731.25	Each	Rs:	1463
		6" dia	12	Nos:	@Rs:	1062.50	Each	Rs:	12750
	PVC Socket	4" dia	2	Nos:	@Rs:	1125.00	Each	Rs:	2250
		6" dia	12	Nos:	@Rs:	1575.00	Each	Rs:	18900

14	Making joint to PVC specials fitting i/c laying of specials and cost of solvent required diameter and testing the joints along with PVC pipe line B, C & D class specified pressure and making good to all leaky joints etc: complete. (P.H.S- I-1 P-41)							
	4" dia	2	Joints.	@Rs:	70.00	P-Joint	Rs:	140
	6" dia	12	Joints.	@Rs:	96.00	P-Joint	Rs:	1152
15	Jointing C.I/M.S flanged pipes and specials flanged and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (P.H.S- I-1 P-40)							
	4" dia	2	Joints.	@Rs:	513.00	P-Joint	Rs:	1026
	6" dia	12	Joints.	@Rs:	938.00	P-Joint	Rs:	11256
16	Refilling the excavated stuff in trenches 6" thick Layer i/c watering ramming to full compaction etc complete (P.H.S- I-24 P-53)							
		691.20	Cft	@Rs:	2760.00	P%0Cft	Rs:	<u>1908</u>
							Rs:	218530

WATER SUPPLY SCHEME LOUNG TUNIO

1	Rewinding of electric motor 3 phase 400/440 volts 50 volts with best quality insulated copper wire of required gauge i/c testing on load with satisfactory result upto one weeks time opening and refitting and replacing the bolts if necessary excluding the cost of worn out material. (2 poles 2800). (G.S.I-97, P-109).							
	7.5 BHP	1.00	Sets	@Rs	8396.00	P-Set	Rs	8396
2	Dismantling and taking out Turbine pump for Repair and Re-Installing the same position i/c cartage at site of work. (Non Sch: Item)							
		1	Nos	@Rs	8000.00	Each	Rs	8000
3	Providing laying G.I pipe and clamps etc: i/c fixing cutting and fitting complete i/c the cost of breaking through walls and making good etc: painting 3 coats after cleaning the pipe with zinc paint with pigments to match the pressure head of 200 ft and handling. (E.S.I-1, P-12).							

	4" dia	40.00	Rft	@Rs	818.86	P-Rft	Rs	
4	Providing installing M.S flange made out of M.S sheet i/c cutting drilling holes and welding with M.S pipe etc: complete.(Sant.S.I-1, P-5).							
	4" dia	2	Nos	@Rs	596.00	Each	Rs	1192
5	Excavation for pipe line entrenches and pits in soft soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint hoes and disposal of surplus earth within a one chain as directed by engineer in charge providing fence guards light fags and temporary crossing for non vehicular traffic where ever required lift up 5 ft lead u (1.52 m) and lead up to one chain (30.5 m) (P.H.S.I- 3 P- 60)							
		512	Cft	@Rs	3600.00	P%0Cft	Rs	1843
6	Special cast iron fitting for PVC pipe (P.H.S.(M)- I-1 P-29)							
	Gibault Joint							
	4" dia	8	Nos:	@Rs:	731.25	Each	Rs:	5850
	PVC Socket							
	4" dia	8	Nos:	@Rs:	1125.00	Each	Rs:	9000
7	Making joint to PVC specials fitting i/c laying of specials and cost of solvent required diameter and testing the joints along with PVC pipe line B, C & D class specified pressure and making good to all leaky joints etc: complete. (P.H.S- I-1 P-41)							
	4" dia	8	Joints.	@Rs:	70.00	P-Joint	Rs:	560
8	Jointing C.I/M.S flanged pipes and specials flanged and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (P.H.S- I-1 P-40)							
	4" dia	8	Joints.	@Rs:	513.00	P-Joint	Rs:	4104
9	Refilling the excavated stuff in trenches 6" thick Layer i/c watering ramming to fu compaction etc complete (P.H.S- I-24 P-53)							
		460.80	Cft	@Rs:	2760.00	P%0Cft	Rs:	<u>1272</u>
							Rs:	72971

ABSTRACT

	Name of Component	Sch: Item	N-S.Item	Total
1	WATER SUPPLY SCHEME BALEDAL	134730	83800	Rs: 218530
1	WATER SUPPLY SCHEME LOUNG TUNIO	64971	8000	Rs: 72971
		199701	91800	Rs: 291501

Total Amount of Composite schedule	Rs: _____
_____ %above / below on the rates of CSR	Rs: _____
Amount to be added / deducted on the basis of premium	Rs: _____
Total Amount of Non Schedule items	Rs: _____
TOTAL AMOUNT	Rs: _____

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stuff from the side of work to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid seprately

GOVERNMENT OF SINDH



PUBLIC HEALTH ENGINEERING DIVISION DADU

STANDARD BIDDING DOCUMENTS **PROCUREMENT OF WORKS (SPPRA BIDDING DOCUMENTS)** **(For Contracts Costing up to Rs. 2.5 Million).**

Name of Work: **(3) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME
UPPER ALI WAL TALUKA MEHAR**

N.I.T NO: & DATE: NO: TC/ 137 / dated;- 26-01-2017

DATE OF ISSUE: **20.02.2017**

DATE OF OPENING: **21.02.2017**

TENDER ISSUED TO: _____.

D.R.NO: & DATE: _____.

STANDARD BIDDING DOCUMENT IS INTENDED AS MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT PRICE FOR UNIT RATES IN A BILL OF QUANTITIES) TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTOS.

BIDDING DATA

(This section should be filled in by the office of the Executive Engineer,
Public Engineering Division Dadu, before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Dadu.
(b)	Brief Description of works:-	(3) <u>REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME UPPER ALI WAL TALUKA MEHAR</u>
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engineering Division Dadu. Near Gharibabad Muhalla Dadu.
(d)	Estimated Cost:-	Rs: 0.200 Million
(e)	Amount of Bid Security:-	Rs: 4000/-
(f)	Period of Bid Validity (Days):-	(90 days)
(g)	Security Deposit (i/c Bid Security):-	(10%)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% Income Tax) & (8% Security Deposit).
(i)	Deadline for submission of Bids along with time:-	21.02.2017 @ 1.00 PM
(j)	Venue, time & date of Bid Opening:-	21-02-2017 @ 2.00 PM
(k)	Time for completion from written order of commence:-	(24 Months)
(l)	Liquidity Damages:-	(1% on estimated cost per day subject to minimum of 10%)
(m)	Deposit receipt No: date & Amount (in words and figure):-	C.D No: _____ dated:- _____ Amount Rs: _____ Bank _____ _____ M/S _____

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

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 prorated basis.

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following 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-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

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

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

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the 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 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 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.

Contractor

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.**

BILL OF QUANTITY

(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

Amount TOTAL (a)

Rs.

..... % above/below on the rates of CSR.

Amount to be added /deducted on the basis
Of premium (TOTAL (b)

Rs.

Total (A) = a + b in words & Figures:

Contractor

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.

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

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

Total (B) in words & Figures:

Contractor

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG; DIVISION
DADU.**

SUMMARY OF BILL QUANTITY

ABSTRACT

COST OF BID **Rs:** _____

(A) Cost based on Composite schedule of rates **Rs:** _____

(B) Amount of Item based on Non Schedule Items **Rs:** _____

TOTAL COST OF BID **Rs:** _____

CONTRACTOR

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BOO / SCHEDULE 'B'

Name of work:-

**(3) REPAIR AND MAINTENANCE OF WATER SUPPLY
SCHEME UPPER ALI WAL TALUKA MEHAR**

<i>S.No:</i>	<i>Item</i>	<i>Qty:</i>	<i>Rate</i>	<i>Unit</i>	<i>Amount</i>	
1	Providing and laying (main or sub main) PVC insulated with size 2-7/.044 (6mm ²) copper conductor in 1" dia PVC conduit recessed on surface. (E.S.I-5, P-1).	180.00	Metters @Rs	305.00	P-Metter Rs	54900
2	Providing laying G.I pipe and clamps etc: i/c fixing cutting and fitting complete i/c the cost of breaking through walls and making good etc: painting 3 coats after cleaning the pipe with zink paint with pigments to match the pressure head of 200 ft and handling. (E.S.I-1, P-12). 3" dia	40.00	Rft @Rs	360.40	P-Rft Rs	14416
3	Providing installing M.S flange made out of M.S sheet i/c cutting drilling holes and welding with M.S pipe etc: complete.(Sant.S.I-1, P-5). 3" dia	16	Nos @Rs	500.89	Each Rs	8014
4	Excavation for pipe line entrenches and pits in soft soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint hoes and disposal of surplus earth within a one chain as directed by engineer in charge providing fence guards light fags and temporary crossing for non vehicular traffic where ever required lift up 5 ft lead u (1.52 m) and lead up to one chain (30.5 m) (P.H.S.I- 3 P- 60)	2202	Cft @Rs	3600.00	P%0Cft Rs	7927
5	Providing uPVC pipes of clas B make fixing in tretches i/c cutting fitting and jointing with Z joint with one rubber rings i/c testing with water to head 61 meter or 200 ft. (G.S.I-1, P-22). 6" dia	120	Rft @Rs:	262.00	P-Rft Rs:	31440
6	Special cast iron fitting for PVC pipe (P.H.S.(M)- I-1 P-29) Gibault Joint 4" dia	6	Nos: @Rs:	731.25	Each Rs:	4388
	6" dia	12	Nos: @Rs:	1062.50	Each Rs:	12750

	PVC Socket							
	4" dia	6	Nos:	@Rs: 1125.00	Each	Rs:	6750	
	6" dia	12	Nos:	@Rs: 1575.00	Each	Rs:	18900	
7	C.I Sluice valve heavy patter test pressure 21 Kg/sq: cm or 300 lbs/sq: inch. (P.H.S.(M).I-12, P-2).							
	3" dia	4	Nos:	@Rs: 4290.00	Each	Rs:	17160	
8	Making joint to PVC specials fitting i/c laying of specials and cost of solvent required diameter and testing the joints along with PVC pipe line B, C & D class specified pressure and making good to all leaky joints etc: complete. (P.H.S- I-1 P-41)							
	4" dia	6	Joints.	@Rs: 70.00	P-Joint	Rs:	420	
	6" dia	12	Joints.	@Rs: 96.00	P-Joint	Rs:	1152	
9	Jointing C.I/M.S flanged pipes and specials flanged and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (P.H.S- I-1 P-40)							
	4" dia	6	Joints.	@Rs: 513.00	P-Joint	Rs:	3078	
	6" dia	28	Joints.	@Rs: 938.00	P-Joint	Rs:	26264	
10	Refilling the excavated stuff in trenches 6" thick Layer i/c watering ramming to fu compaction etc complete (P.H.S- I-24 P-53)							
		1981.80	Cft	@Rs: 2760.00	P%0Cft	Rs:	<u>5470</u>	
						Rs:	213029	

ABSTRACT

	Name of Component	Sch: Item	N-S.Item	Total
1	REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME UPPER ALIWAL TALUKA MEHAR	213029	0	Rs: 213029
		213029	0	Rs: 213029

Total Amount of Composite schedule Rs: _____

_____ %above / below on the rates of CSR Rs: _____

Amount to be added / deducted on the basis of premium Rs: _____

Total Amount of Non Schedule items Rs: _____

TOTAL AMOUNT **Rs: _____**

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stuff from the side of work to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid separately

CONTRACTOR.

Executive Engineer
Public Health Engg:Division
Dadu.

GOVERNMENT OF SINDH



PUBLIC HEALTH ENGINEERING DIVISION DADU

STANDARD BIDDING DOCUMENTS **PROCUREMENT OF WORKS (SPPRA BIDDING DOCUMENTS)** **(For Contracts Costing up to Rs. 2.5 Million).**

Name of Work: **(4) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME**
DARRAH TALUKA DADU

N.I.T NO: & DATE: NO: TC/ 137 / dated;- 26-01-2017

DATE OF ISSUE: **20.02.2017**

DATE OF OPENING: **21.02.2017**

TENDER ISSUED TO: _____

D.R.NO: & DATE: _____

STANDARD BIDDING DOCUMENT IS INTENDED AS MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT PRICE FOR UNIT RATES IN A BILL OF QUANTITIES) TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTOS.

BIDDING DATA

(This section should be filled in by the office of the Executive Engineer, Public Engineering Division Dadu, before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Dadu.
(b)	Brief Description of works:-	<u>(4) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME DARRAH TALUKA DADU</u>
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engineering Division Dadu. Near Gharibabad Muhalla Dadu.
(d)	Estimated Cost:-	Rs: 0.200 Million
(e)	Amount of Bid Security:-	Rs: 4000/-
(f)	Period of Bid Validity (Days):-	(90 days)
(g)	Security Deposit (i/c Bid Security):-	(10%)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% Income Tax) & (8% Security Deposit).
(i)	Deadline for submission of Bids along with time:-	21-02-2017 @ 1.00 PM
(j)	Venue, time & date of Bid Opening:-	21-02-2017 @ 2.00 PM
(k)	Time for completion from written order of commence:-	(12 Months)
(l)	Liquidity Damages:-	(1% on estimated cost per day subject to minimum of 10%)
(m)	Deposit receipt No: date & Amount (in words and figure):-	C.D No:_____ dated:-_____ Amount Rs:_____ Bank_____. _____ M/S_____.

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

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 prorated basis.

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;

(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;

(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at

least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as 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-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

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

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

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the 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 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 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.

**Divisional Accountant
Contractor Executive Engineer/Procuring Agency**

BILL OF QUANTITY

(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

Amount TOTAL (a)

Rs.

..... % above/below on the rates of CSR.

Amount to be added /deducted on the basis
Of premium (TOTAL (b)

Rs.

Total (A) = a + b in words & Figures:

Contractor

EXECUTIVE ENGINEER / Procuring Agency

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

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

Total (B) in words & Figures:

Contractor

EXECUTIVE ENGINEER / Procuring Agency

SUMMARY OF BILL QUANTITY

ABSTRACT

COST OF BID **Rs:** _____

(A) Cost based on Composite schedule of rates **Rs:** _____

(B) Amount of Item based on Non Schedule Items **Rs:** _____

TOTAL COST OF BID **Rs:** _____

CONTRACTOR

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BOQ / SCHEDULE 'B'

Name of work:-

**(4) REPAIR AND MAINTENANCE OF WATER SUPPLY
SCHEME DARRAH TALUKA DADU**

<i>S.No:</i>	<i>Item</i>	<i>Qty:</i>	<i>Rate</i>	<i>Unit</i>	<i>Amount</i>
1	Rewinding of electric motor 3 phase 400/440 volts 50 volts with best quality insulated copper wire of required gauge i/c testing on load with satisfactory result upto one weeks time opening and refitting and replacing the bolts if necessary excluding the cost of worn out material. (2 poles 2800). (G.S.I-97, P-109). 7.5 BHP	1.00	Sets @Rs 8396.00	P-Set	Rs 8396
2	Dismantling and taking out Turbine pump for Repair and Re-Installing the same position i/c cartage at site of work. (Non Sch: Item)	1	Nos @Rs 8000.00	Each	Rs 8000
3	AMPER METER Providing and fixing ampermeters size 96/96mm Direct 15 A, 30A,50A, 60A & 100A as required and as per instruction of Engineer incharge. (Elec: Sch: Item No:284, P-41)	1	Nos @Rs 1054.00	Each	Rs 1054
4	VOLT METER Providing and fixing voltmeters size 96/96mm 500 volt as required and as per instruction of Engineer incharge. (Elec: Sch: Item No:285, P-41)	1	Nos @Rs 999.00	Each	Rs 999
5	P/F Main switch 60 Amp: meter (Non Sch: Item)	1	No: @Rs 4000.00	Each	Rs 4000
6	Threading of Columns pipe and shafts (Non Sch: Item)	6	No: @Rs 5000.00	Each	Rs 30000
7	Supplying and fixing Socket rubber bushes (Non Sch: Item)	8	No: @Rs 1800.00	Each	Rs 14400

8	S/F Automatic motor control Unit (MCU) consist oil starter (MEECO Pakistan) MCCB Breaker 10-A, to 50-A cut out 60-A Amp: meter (60/5A) (SELCO China) volt meter (500-V) phase indication light include transformer oil (2 liters) pannel board 18"x26"x9" and internal wiring etc: complete.(Non Sch: Item)	7.5 BHP	1.00	Sets	@Rs	31900.00	P-Set	Rs	31900
9	Supplying Mechanical seal for HMA pumps (Non Sch: Item)		1	No:	@Rs	7500.00	Each	Rs	7500
10	Excavation for pipe line entrenches and pits in soft soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint hoes and disposal of surplus earth within a one chain as directed by engineer in charge providing fence guards light fags and temporary crossing for non vehicular traffic where ever required lift up 5 ft lead u (1.52 m) and lead up to one chain (30.5 m) (P.H.S.I- 3 P- 60)	2633		Cft	@Rs	3600.00	P%0Cft	Rs	9479
11	Providing uPVC pipes of clas B make fixing in tretches i/c cutting fitting and jointing with Z joint with one rubber rings i/c testing with water to head 61 meter or 200 ft. (G.S.I-1, P-22).	4" dia	140	Rft	@Rs:	137.00	P-Rft	Rs:	19180
12	Special cast iron fitting for PVC pipe (P.H.S.(M)- I-1 P-29)	Gibault Joint 4" dia	22	Nos:	@Rs:	731.25	Each	Rs:	16088
		PVC Socket 4" dia	22	Nos:	@Rs:	1125.00	Each	Rs:	24750
13	C.I Sluice valve heavy patter test pressure 21 Kg/sq: cm or 300 lbs/sq: inch. (P.H.S.(M).I-12, P-2).	3" dia	2	Nos:	@Rs:	4290.00	Each	Rs:	8580
		4" dia	1	Nos:	@Rs:	5460.00	Each	Rs:	5460
14	Fixing of sluice valve with 2 cast iron tail pieces, one end flanged and other with socket i/c the cost of nuts and rubber packing labour etc: complete ((P.H.S.I-11,P-92)	3" dia	2	Nos:	@Rs:	1254.00	Each	Rs:	2508
		4" dia	1	Nos:	@Rs:	1532.00	Each	Rs:	1532

15	Making joint to PVC specials fitting i/c laying of specials and cost of solvent required diameter and testing the joints along with PVC pipe line B, C & D class specified pressure and making good to all leaky joints etc: complete. (P.H.S- I-1 P-41)	4" dia	22	Joints.	@Rs: 70.00	P-Joint	Rs: 1540
16	Jointing C.I/M.S flanged pipes and specials flanged and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (P.H.S- I-1 P-40)	4" dia	22	Joints.	@Rs: 513.00	P-Joint	Rs: 11286
17	Refilling the excavated stuff in trenches 6" thick Layer i/c watering ramming to fu compaction etc complete (P.H.S- I-24 P-53)		2369.70	Cft	@Rs: 2760.00	P%0Cft	Rs: <u>6540</u>
							Rs: 213192

ABSTRACT

	Name of Component	Sch: Item	N- S.Item	Total
1	REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME DARRAH TALUKA DADU	117392	95800	Rs: 213192
		117392	95800	Rs: 213192
	Total Amount of Composite schedule			Rs: _____
	_____ %above / below on the rates of CSR			Rs: _____
	Amount to be added / deducted on the basis of premium			Rs: _____
	Total Amount of Non Schedule items			Rs: _____
				TOTAL AMOUNT Rs: _____

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stuff from the side of work to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid seprately

CONTRACTOR.

Executive Engineer
Public Health Engg:Division
Dadu.

GOVERNMENT OF SINDH



PUBLIC HEALTH ENGINEERING DIVISION DADU

STANDARD BIDDING DOCUMENTS **PROCUREMENT OF WORKS (SPPRA BIDDING DOCUMENTS)** **(For Contracts Costing up to Rs. 2.5 Million).**

Name of Work: **(5) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME PAT GUL MUHAMMAD TALUKA JOHI**

N.I.T NO: & DATE: NO: TC/ 137 / dated;- 26-01-2017

DATE OF ISSUE: **20.02.2017**

DATE OF OPENING: **21.02.2017**

TENDER ISSUED TO: _____

D.R.NO: & DATE: _____

STANDARD BIDDING DOCUMENT IS INTENDED AS MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT PRICE FOR UNIT RATES IN A BILL OF QUANTITIES) TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTOS.

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BIDDING DATA

(This section should be filled in by the office of the Executive Engineer, Public Engineering Division Dadu, before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Dadu.
(b)	Brief Description of works:-	<u>(5) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME PAT GUL MUHAMMAD TALUKA JOHI</u>
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engineering Division Dadu. Near Gharibabad Muhalla Dadu.
(d)	Estimated Cost:-	Rs: 0.200 Million
(e)	Amount of Bid Security:-	Rs: 4000/-
(f)	Period of Bid Validity (Days):-	(90 days)
(g)	Security Deposit (i/c Bid Security):-	(10%)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% Income Tax) & (8% Security Deposit).
(i)	Deadline for submission of Bids along with time:-	21-02-2017 @ 1.00 PM
(j)	Venue, time & date of Bid Opening:-	21-02-2017 @ 2.00 PM
(k)	Time for completion from written order of commence:-	(24 Months)
(l)	Liquidity Damages:-	(1% on estimated cost per day subject to minimum of 10%)
(m)	Deposit receipt No: date & Amount (in words and figure):-	C.D No: _____ dated:- _____ Amount Rs: _____ Bank _____ _____ M/S _____

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;

(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;

(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at

least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as 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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

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

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

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the 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 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 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.

**Divisional Accountant
Contractor Executive Engineer/Procuring Agency**

BILL OF QUANTITY

(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

Amount TOTAL (a)

Rs.

..... % above/below on the rates of CSR.

Amount to be added /deducted on the basis
Of premium (TOTAL (b)

Rs.

Total (A) = a + b in words & Figures:

Contractor

EXECUTIVE ENGINEER / Procuring Agency

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

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

Total (B) in words & Figures:

Contractor

EXECUTIVE ENGINEER / Procuring Agency

SUMMARY OF BILL QUANTITY

ABSTRACT

COST OF BID **Rs:** _____

(A) Cost based on Composite schedule of rates **Rs:** _____

(B) Amount of Item based on Non Schedule Items **Rs:** _____

TOTAL COST OF BID **Rs:** _____

CONTRACTOR

EXECUTIVE ENGINEER
Public Health Engineering Division
DADU

BOQ / SCHEDULE 'B'

Name of work:-

**(5) REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME
PAT GUL MUHAMMAD TALUKA JOHI**

S.No:	Item	Qty:		Rate	Unit	Amount
1	Rewinding of electric motor 3 phase 400/440 volts 50 volts with best quality insulated copper wire of required gauge i/c testing on load with satisfactory result upto one weeks time opening and refitting and replacing the bolts if necessary excluding the cost of worn out material. (2 poles 2800). (G.S.I-97, P-109). 15 BHP	1.00	Sets	@Rs 14500.00	P-Set	Rs 14500
2	Dismantling and taking out Turbine pump for Repair and Re-Installing the same position i/c cartage at site of work. (Non Sch: Item)	1	Nos	@Rs 8000.00	Each	Rs 8000
3	Supplying of Coil for transformer (Non Sch: Item)					
	H.T Coil	3	Coils	@Rs 15000.00	P-Coil	Rs 45000
	L.T Coil	3	Coils	@Rs 8000.00	P-Coil	Rs 24000
4	Supplying of transformer Oil (Non Sch: Item)	80	Litters	@Rs 180.00	P-Litter	Rs 14400
5	P/F Amp: meter size 96/96 mm Direct 15 A 50A 60A and 100A as required andas per instruction of Engineer incharge. (Non Sch: Item)	1	Nos	@Rs 1054.00	Each	Rs 1054
6	Providing and fixing Colt meter size 96/96 mm 500 volt as required and as per instruction of Engineer Incharge (Elec: Sch: I-285, P-41)	1	No:	@Rs 999.00	Each	Rs 999
7	P/F Main switch 60 Amp: meter (Non Sch: Item)	1	No:	@Rs 4000.00	Each	Rs 4000

8	Excavation for pipe line entrenches and pits in soft soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint hoes and disposal of surplus earth within a one chain as directed by engineer in charge providing fence guards light fags and temporary crossing for non vehicular traffic where ever required lift up 5 ft lead u (1.52 m) and lead up to one chain (30.5 m) (P.H.S.I- 3 P- 60)	2250	Cft	@Rs	3600.00	P%0Cft	Rs	8100
9	Special cast iron fitting for PVC pipe (P.H.S.(M)- I-1 P-29)							
	Gibault Joint 6" dia	18	Nos:	@Rs:	1062.50	Each	Rs:	19125
	PVC Socket 6" dia	18	Nos:	@Rs:	1575.00	Each	Rs:	28350
10	Making joint to PVC specials fitting i/c laying of specials and cost of solvent required diameter and testing the joints along with PVC pipe line B, C & D class specified pressure and making good to all leaky joints etc: complete. (P.H.S- I-1 P-41)							
	6" dia	18	Joints.	@Rs:	96.00	P-Joint	Rs:	1728
11	Jointing C.I/M.S flanged pipes and specials flanged and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (P.H.S- I-1 P-40)							
	6" dia	18	Joints.	@Rs:	938.00	P-Joint	Rs:	16884
12	Refilling the excavated stuff in trenches 6" thick Layer i/c watering ramming to fu compaction etc complete (P.H.S- I-24 P-53)							
		2025.00	Cft	@Rs:	2760.00	P%0Cft	Rs:	<u>5589</u>
							Rs:	191729

ABSTRACT

	Name of Component	Sch: Item	N- S.Item	Total
1	REPAIR AND MAINTENANCE OF WATER SUPPLY SCHEME PAT GUL MUHAMMAD TALUKA JOHI	95275	96454	Rs: 191729
		95275	96454	Rs: 191729
	Total Amount of Composite schedule			Rs: _____
	_____ %above / below on the rates of CSR			Rs: _____
	Amount to be added / deducted on the basis of premium			Rs: _____
	Total Amount of Non Schedule items			Rs: _____
			TOTAL AMOUNT	Rs: _____

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stuff from the side of work to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid seprately

CONTRACTOR.

Executive Engineer
Public Health Engg:Division
Dadu.

