

GOVERNMENT OF SINDH

No More Corruption in Pakistan

Tender Documents / RFP

SSWMB/NIT-11

FY.2016-17

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)]
[Single Stage – One Envelope Procedure]

NAME OF WORK

**Supply, Erection, Testing and Commissioning of 120 MT
Pit Mounted Type Electronic Road Weighbridge with One Year
Maintenance along with parts at six different sites of GTS in Karachi.**

Estimated Cost:	Offer rate
Tender Cost:	Rs. 2000
Time Limit:	60 Days
To be Opened on:	27-04-2017
Validity of Tender:	90 Days

EXECUTIVE DIRECTOR (OPERATIONS-I)

Note:

- i. *This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- ii. *All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Documents / RFP

(Reference No. SSWMB-NIT-11/2016-17)

NAME OF WORK

Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge with one year maintenance along with parts at six different sites of GTS in Karachi.

[Single Stage – One Envelope Procedure
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)]

SCHEDULE

Issuance	From 11-04-2017 to 27-04-2017 (Both days inclusive) during office hours.
Bid Submission	27-04-2017 at 15:00 hrs
Bid Opening	27-04-2017 at 15:30 hrs
Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATION FOR BIDS

NIT No:

SSWMB/NIT-11/2016-17

Method and procedure of Procurement:

SINGLE STAGE – ONE ENVELOP PROCEDURE

[As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)]

Description of Work:

Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge with one year maintenance along with parts at six different sites of GTS in Karachi.

Name of Bidder:

BIDDER'S ELIGIBILITY CRITERIA

Sr. NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1	NTN			
2	Sindh Revenue Board Registration (SRB) Registration			
3	Proof of payment of tender document fee			
4	Registration with weight and measurement department (GOS).			
5	Required Bid Security is attached			
6	Bid should be signed, named and stamped by the authorized person of the firm along with Authorized letter.			
7	The bidder must be Original Equipment Manufacturer or authorized dealer / agent of Electronic Road Weigh bridge. (Documentary evidence to be attached).			
8	Should have annual turnover of at least 05 Million consecutively of the last 3 financial years i.e. 2013 - 2014, 2014 – 2015 & 2015 – 2016 (audited balance sheet / financial statement to be attached).			
9	Proof of selling at least 10 (Ten) units supply of electronic road weigh bridge to the company / organization in last three years.			

NOTE:

No bid shall be evaluated unless the bidder fulfills the eligibility criteria

Signature of Contractor

GOVERNMENT OF SINDH
Sindh Solid Waste Management Board
Notice Inviting Tender (SSWMB/NIT-11)



Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Companies / Firms for carrying out the Works / Services mentioned below under **SINGLE STAGE – ONE ENVELOPE PROCEDURE**:

Name of Work	Estimated Cost	Tender Cost
Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge with one year maintenance along with parts at six different sites of GTS in Karachi.	Open Rate	Rs.2000/-

TENDER SCHEDULE

Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 11-04-2017 to 27-04-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	27-04-2017 at 15:00 hrs	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	27-04-2017 at 15:30 hrs	

- Interested companies may obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.2,000/-** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 2% of the total quoted rate must be attached with the bids.
- Proof of Registration with FBR (NTN certificate) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted,
- Valid Registration Certificate from Weight & Measurement Department GOS.
- The envelope must clearly state:
Name of the Work (e.g. Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge with one year maintenance along with parts at six different sites of GTS in Karachi. SSWMB/NIT. 11)
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2013).

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi

Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

INSTRUCTIONS TO BIDDERS

1. The SSWMB shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
2. The envelope containing the tender documents shall refer the name and number of the work.
3. All works shall be measured by standard instruments according to the rules.
4. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
5. Any bid received by the SSWMB after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
6. Prior to the detailed evaluation of bids, the SSWMB will determine whether the bidder fulfills all Codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, 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.
7. Bid without bid security of required amount and prescribed form shall be rejected.
8. 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 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.
 - b) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

INFORMATION SHEET

- | | | |
|-----|---|---|
| (a) | Name of Procuring Agency: | Sindh Solid Waste Management Board |
| (b) | Brief Description of Work: | Supply, Erection, Testing, and Commissioning of 120 MT PIT Mounted Type Electronic Road Weigh Bridge. |
| (c) | Procuring Agency's address: | Bungalow No. 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi. |
| (d) | Estimated Cost: | Offer Rate |
| (e) | Amount of Bid Security: | Two Percent |
| (f) | Period of Bid Validity (days): | 90 Days |
| (g) | Security Deposit:
(including bid security): | Ten Percent |
| (h) | Percentage, if any,
to be deducted from bills: | Two Percent Bid Security +
Eight Percent Deducted From Bills. |
| (i) | Deadline for Submission
of Bids along with time: | 27th April 2017 at 03:00 PM |
| (j) | Venue, Time, and Date
of Bid Opening: | SSWMB, Bungalow No. 13, Al-Hamra
Housing Society, Shaheed e Millat
Road, Karachi on 27th April 2017 at
03:30 PM |
| (k) | Time for Completion from the date
Of work order of commence: | 60 Days |
| (l) | Liquidity damages: | 0.05% Per Day of contract amount. |
| (m) | Deposit Receipt No. Date, Amount: |

_____ |

TECHNICAL SPECIFICATION

- | | | |
|----|-----------------------|--|
| 1 | Weighbridge Type | : PIT Mounted, fully Electronic Road Weigh Bridge |
| 2 | Capacity | : 120 MT. |
| 3 | Least count | : 10 Kg. |
| 4 | Platform Size | : 18 m x 3m (please specify the total weight of the platform). |
| 5 | Platform Construction | : Fully welded module type M.S. structure with main imported Girders, Cross beam, support beam and 10mm antiskid checkered top plate. (MTC/FTC to be provided by supplier. |
| 6 | Painting of structure | : EPOXY to meet IS: 2074 (on the base of red oxide). |
| 7 | Load Cell | : 8 Nos. double ended shear beam load cell, Sealed Unit, Capacity- 20 Tons. each, ambient temp .-552 C max Safe load - 125% of capacity .Ultimate Load - 300% of capacity. |
| 8 | Indicator | : 2 x 7 Segment Fluorescence/LED display with Time Clock and date, Numeric key pad with Tare, ZERO, ID, report, Record & Print button. 2Nos. Serial Port interface with RS 232, RS 422/RS 485 and 1 No. parallel port for printing report directly from the indicator. |
| 9 | Jumbo display | : 50mm letter height, 7 segment bright LED. |
| 10 | Junction Box &Cable | : Stainless steel with IP65 protected and required Length of steel braided, 6 Core, Load Cell Cable from Junction Box to Indicator. |
| 11 | Computer | : 02. Nos 4 core due, Intel Processor & mother board, 4GB Ram 500 GB HDR & DDR, with 20" wide screen LCD, standard key board & mouse suitable for the system. |
| 12 | Printer | : 2 Nos. Dot Matrix, 80 column with speed166s one for indicator & other for P.C. |
| 13 | UPS | :1 No. 1000 VA, with 2.00 Hr. battery back up |

- 14** **Software for Weighbridge Management** : Complete weighbridge management user friendly Software for processing data's date wise, truck wise, challan wise, shift wise, customer wise etc. for generation of daily/ weekly & monthly report. Preparing Transport Permit, Invoice etc. as per our requirement. Provision for connecting with other weighbridges / server computer by LAN & sharing the common data base.
- 15** **Civil Job** : a. Civil foundation as per the drawing for the platform, approach road ramps and other equipments (drawing which should be attached of the manufacturer with the tender documents with complete specification according to international standard).
b. RCC weigh bridge room size 20'x14'x12' (L x W x H) with tile floor and other finished work.
c. Watch Tower on the roof of the weighbridge operation room size (6'x4'x8') with outside approach from weighbridge operation room including entrance and exit.
d. Glass fitted cabin 6'x14' in the weight bridge operation room.
e. Attach Bathroom 6'x8' with full allied accessories.
f. One Split type AC Unit, three sealing fans of normal size and other allied accessories.
g. Three office tables of normal size and Six comfortable chairs.
- 16** **Supervision of erection & Commissioning.** : Supervision of civil work erection & commissioning of civil work, erection and commissioning, Stamping of the Weighbridge first time stamping of the Weighbridge as per the provisions of weights & measure dept.
- 17** **Drawings and Manual** : The supplier must provide three sets each of the following manuals and drawings including Plan drawing and shop drawing of Weigh House.
- a.** **Operation Manual:** Three sets of operation manual must be provided by the supplier which must cover, , the principal features of the machine, the control philosophy used, pre-starting checks, starting procedures, operation procedure, DOs and DONTs, trouble shooting, emergency procedures, safety trips etc.

- | | | |
|-----------|---------------------------------|---|
| b. | Maintenance Manual | :Three sets of maintenance Manual must be Provided by the supplier which include, maintenance procedure, preventive maintenance schedule and tolerance limit etc. The maintenance manual should contain dismantling and assembling procedures |
| c. | Spare parts Manuals | : The manual must contain, spare Parte details such as drawing no. part no. and technical specification of all the mechanical and electronic equipment. |
| d. | Construction Drawing | : Three sets of detail drawings showing foundation, retaining wall, weigh house, bath room and other required drawing should be attached with the tender documents. |
| e. | Mechanical & Electrical Drawing | : All the mechanical (structure and placement) and electrical (circuit and placement) drawing should be provided with the tender documents |

SCOPE OF WORK

1. **SUPPLIER'S SCOPE OF WORK:-** Design, Engineering, supply, erection, commissioning and stamping of 6 No.120 MT Pit mounted type weighbridge complete with Kit, Indicator, Load Cells, Platform, Jumbo LED display, P.C., Printer, UPS etc. as per the technical details. The scope shall also include integration of entire weighbridge and providing suitable software as specified above. The entire job is to be undertaken covering mechanical, civil & electrical works including supply of all required material for civil construction & electrical works.
2. **MATERIAL/EQUIPMENT DETAILS:-** Any material / equipment not specifically mentioned in this tender but required for the completion of the work, shall be deemed to be included in the Scope of Work. A list of materials mentioning technical details, I.S. Code, quantity etc. to be enclosed in a separate sheet as Annexure.
3. **PRICE:-**The price to be quoted inclusive of all taxes at Sindh and Federal and shall remain firm & final and no escalation on any nature shall be allowed in this supply during the contract period.
4. **WAYBILL: -** All necessary way bills will be borne by Contractor.
5. **FREIGHT&TRANSITINSURANCE:-**
Thefreightisincludedinthepriceandtransitinsuranceshallbearrangedbythesupplier.
6. **DELIVERY:-**
 - a. **Terms of delivery / destination: -** The supplier shall deliver the material at specified GTS mentioned tender documents / any recommended place pointed out by SSWMB department.
 - b. **Completion period for supply and erection:-** Erection, testing, commissioning & stamping of the weigh bridge shall be completed within 60 (Sixty) days after receipt of the material at site.
7. **GUARANTEE/ WARRANTY: -** material to be supplied by the supplier shall be guaranteed against manufacturing defects because of raw materials, faulty workmanship, faulty design, drawing and deficiency in performance for 12 months from the date of commissioning or 18 months from the date of last major dispatch whichever is earlier. In case the material/equipment found defective during the warranty period the supplier will make good without any cost to us.
8. **INSPECTION, ACCEPTANCE AND REJECTION: -** The supplier shall be responsible for the quality assurance of the items to be supplied by them / their sub-contractor. The supplier shall prepare and submit detailed quality assurance plan to us for review and approval, this will include test to be done at suppliers works as well as at our site. The supplier shall also maintain records of all tests and checks done during the stages of manufacturing and shall produce all such documents at the time of giving the inspection call. We shall be entitled at any time during manufacturing process to inspect, examine and test the materials, workmanship and performance of the equipments to be supplied by the supplier. The supplier shall co-operate with our representative during such checks and shall allow access to our representative to their/ sub- vendor's premises / works. All kind of expenses regarding test of equipment or material will be born by the contractor

9. **SITE SAFETY AND ENVIRONMENT PROTECTION:** During execution of work, the party/supplier shall be solely responsible for complying all the statutory requirements of Govt. bodies and any statutory bodies with respect to site health, safety and environment.
10. **FORCE MAJURE:** - Either party shall not be in any way liable for non-receipt, non-supply of material in whole or part of our ordered quantity in consequence of any strike, lockout, stoppage, fire, breakdown, accident or whatever in nature.
11. **TIME IS THE ESSENCE OF THE CONTRACT:** Time is the essence of the contract and the party shall ensure that all the obligations under the contract are completed within the agreed time schedule. The supplier / party shall be solely responsible for all the delays including delays caused by its vendors. In case of delay in progress of the works SSWMB reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally or by engaging another agency at the cost and risk of the supplier.
12. **RISKPURCHASE-** In the even to four failure to execute the order completely within the stipulated delivery period / commissioning schedule, SSWMB will have the right to make an alternate arrangement / purchase theen tire/remaining job / material sat your risk and cost without assigning any reason thereof.
13. **FORFEITURE OF THE EARNEST MONEY:** - If a bidder withdraw or modify its bid during the period of bid validity specified, the earnest money shall be forfeited. b) In case of successful bidder not executing order in full, the earnest money shall be forfeited.
14. **PENALTY:** - Penalty at the rate of 0.5% (half percent) on the delayed period, on order value, per week subject to maximum 5% shall be imposed for the Quantities not supplied work not completed within the delivery period.
15. **VALIDITY :** - The offer will remain valid for a minimum period of 90 (Ninety) days from the date of opening of bid.
16. **RESERVATION:-**The SSWMB reserves the right to accept/reject/cancel any or all at any stage without assigning any reason thereof. No claim whatsoever shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.
17. **FILLING OF TENDER PAPER :** - Each and every page of the tender document should be stamped and signed as a token of acceptance of the tender terms and conditions and should accompany with all the required information/documents, otherwise the tender is liable for rejection.

CONDITIONS OF CONTRACT

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 / Deputy Director (Ops) or of in subordinate-in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.
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.
3. **TERMINATION OF THE CONTRACT.**
 - a) Sindh Solid Waste Management Board may terminate the contract if either of the following conditions exists:-
 - (i) contractor causes a breach of any 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 DD (Ops) is not paid to the contractor within 60 days of the date of the submission of the bill;
 - b) The **SSWMB** 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 **SSWMB**, 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. SSWMB may invite fresh bids for remaining work.

4. **POSSESSION OF THE SITE AND CLAIMS FOR COMPENSATION FOR DELAY:** The officer 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.
5. **EXTENSION OF INTENDED COMPLETION DATE:** The **SSWMB** 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 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 s of the contract shall continue to be operative during the extended period.
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 / Deputy Director (Ops)/ Deputy Director (operations) 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.
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 / Deputy Director (Ops) shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the

said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge / Deputy Director (Ops) may prepare a bill from such list which shall be binding on the contractor in all respects. The Deputy Director / 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 / Deputy Director (Ops) 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.

8. Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge / Deputy Director (Ops) 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.

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 / Deputy Director (Ops) 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 Deputy Director (Ops) can adjust the

rates for those quantities causing excess the cost of contract beyond 15% after approval of Executive Director (Operations) Karachi.

- 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.

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 / Deputy Director (Ops) 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 / Deputy Director (Ops) 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 / Deputy Director (Ops) 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.

11.

- a) **Inspection of Operations.** The Engineer / Deputy Director (Ops) 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 / Deputy Director (Ops) shall give the contractor reasonable notice of the intention of the Engineer-in-charge / Deputy Director (Ops) 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 and effect as if they had been given to the contractor himself.

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.

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 becomes 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 / SSWMB.

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 Director (Ops). 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.

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 / Deputy Director (Ops). 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.

16. **Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Executive Director (ops) 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.
17. **Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer / Deputy Director (Ops) (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 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.
18. **Financial Assistance /Advance Payment.**
- a) **Mobilization advance** shall not be applicable.
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.
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.

BILL OF QUANTITIES (BoQ)
NAME OF WORK

Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge with one year maintenance along with parts at six different sites of GTS in Karachi.

Sr. No	Item	Qty.	Unit Rate in Rs	Amount in Rs.
A	<u>SUPPLY:</u> 120 MT Pit Mounted Electronic Type Road Weight Bridge complete with Load Cells, platform, indicator, jumbo display, P.C Printer, UPS, Software and accessories etc.(Please furnish the break-up in a separate sheet).	6 Jobs		
B	<u>SERVICE:</u> I. Erection, testing commissioning and stamping of weighbridge. II. a. Civil foundation as per the drawing for the platform, approach road ramps and other equipments (drawing should be attached of the manufacturer with the tender documents with complete specification according to international standard). b. RCC weigh bridge room size 20'x14'x12' (LxWxH) with tile floor and other finished work. c. Watch Tower on the roof of the weighbridge operation room size (6'x4'x8') with outside approach from weighbridge operation room including entrance and exit d. Glass fitted cabin 6'x14'x8' in the weight bridge operation room. e. Attach Bathroom 6'x8'10' with full allied accessories. f. One Split type AC Unit, three ceiling fans of normal size with other allied accessories. g. Three office tables of normal size and Six comfortable office chairs. Total (A+B)	6 Jobs		

Tender are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 1% of the total bid amount (original must be attached with Bid).

Cost of bid:

- a) **Cost based on Composite Schedule of Rates.** _____
b) **Cost based on Non-schedule / Offered Rates.** _____
c) **Total cost of bid (a+b)** _____
In words (_____)

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

NOTE: The quantities may vary and same will be acquired / procured from the lowest bidder as and when required on need based throughout the contractual period.