



OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO

No: TC/ 455 of 2017
Garhi Khairo Dated: 16/05/2017

NOTICE INVITING TENDERS

1. The Town Committee Garhi Khairo invites sealed tenders under Sindh Public Procurement Regulatory Authority Rules 2010 (Amended 2013) from the interested contractors / firms in respect of following works.

S No:	Name of Work	Estimate Cost in (Million)	Bid Security in (Rupees)	Tender fee in (Rupees)	Time of Completion
OZT SHARE 2016-17					
1	Construction of CC Block Hindu Muhalla Town Garhi Khairo	1.0 Million	50000	1000	01 Month
2	Supply and Fixing of Tough Tiles (Paving Blocks) near Hyder shah disposal Town Garhi Khairo	1.0 Million	50000	1000	01 Month
3	Supply and Fixing CC TV Camera in Town Garhi Khairo	1.0 Million	50000	1000	01 Month
4	Purchase and Supply Water Tank with Material	1.0 Million	50000	1000	01 Month
5	Repair and Maintenance Old Vehicle Graige Near Police Station Town Garhi Khairo.	1.0 Million	50000	1000	01 Month

2. Eligibility: valid registration with tax authorities & Sindh Revenue Board.
3. Method of Procurement: Single stage – One Envelope.
4. Bidding / Tender Documents:
 - i. Issuance: Tender Documents will be issued to the contractors / firms on submission of written request on their letterhead on payment of tender fee of Rs: 1000/- (Non-refundable) from 16.05.2017 to 30.05.2017 till 12:00 hours.
 - ii. Both the pay orders of Tender fee & 5% Earnest money should be in favour of Town Committee Garhi Khairo.
 - iii. Submission: last date will be 31.05.2017 till 13:00 (hours).
 - iv. Opening will be opened on 31.05.2017 it 14:00.(hours)
 - v. Place of issuance submission inquiries and opening will be address (postal) office of the Chairman Town Committee Garhi Khairo District Jacobabad.
 - vi. Un-responded tenders will again be issued / submitted / opened on following schedule.

- 2nd Attempt: (a). Issue date 01.06.2017 to 15.06.2017 during office hours
(b). Submission 16.06.2017 till 13:00 hours
(c). Opening 16.06.2017 at 14:00 hours
(d). Venue As above

5. Terms and Conditions:

(a) Under following conditions bid will be rejected.

- i. Conditional and telegraphic bids / tenders.
- ii. Bids not accompanied by bid security of required amount and form.



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(c). Opening 16.06.2017 at 14:00 hours
(d). Venue As above

5. Terms and Conditions:

(a) Under following conditions bid will be rejected.

- i. Conditional and telegraphic bids / tenders.
- ii. Bids not accompanied by bid security of required amount and form.

- iii. Bids received after specified date and time.
- iv. Black listed firms.
- v. In case the date of opening is declared as a public holiday by the government the next official working day shall be deemed to the date / time of submission and opening of tender.

(b) Bid validity period:- (90) days.

(c) Procuring Agency reserves the right of reject all of any bids subject to the relevant provisions of Sindh Public Rules 2010.

(d) Responsive Bidder is required to submit following documents with bid:

- i. List of similar assignments with cost (at least equal to the work intend to procure) under – taken over the past (3) years
- ii. Details of equipments machineries and transport owned by firm / contractors.
- iii. Financial statement (Summary) and income Tax return for the last 3 years.
- iv. Affidavit that firm has never been black listed.

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

✓ DIRECTOR (C.B) SPPRA, GOS.

With a request to please upload on the website of SPPRA as desired under Rule- 11 &12.

Copy to:

1. The Secretary, Local Government Department, GoS, Karachi.
2. The Commissioner Larkano.
3. The Director Local Government Larkano.
4. The Deputy Commissioner Jacobabad.
5. The Assistant Director Local Fund Audit Jacobabad.
6. The Assistant Director Local Government Jacobabad.
7. The Executive Engineer PHED Division Jacobabad.
8. The Town Officer TC Garhi Khairo
9. The Engineer TC Garhi Khairo.
10. Office Notice Board.



(Handwritten signature)

CHAIRMAN
Town Committee
Garhi Khairo.



GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 20th March, 2017

417260
20.3.17 NOTIFICATION

NO.SOIV (LG) 8-06/2016/LAR: In Partial Modification of this department's Notification of even number dated 14.10.2016, Procurement Committee is hereby reconstituted for the year 2016-17 under Section-7 of SPPRA Rules, 2010 for Town Committee Garhi Khairo District Jacobabad:-

- | | |
|---|----------|
| 1. Town Officer Town Committee,
Garhi Khairo District Jacobabad. | Chairman |
| 2. Assistant Engineer PH-D,
Sub-Division Garhi Khairo Distt: Jacobabad | Member |
| 3. Executive Engineer,
Roads, Distt: Jacobabad | Member |
| 4. Engineer, Town Committee,
Garhi Khairo Distt: Jacobabad | Member |
| 5. Accountant, Town Committee,
Garhi Khairo Distt: Jacobabad | Member |

The Function and responsibilities of Procurement Committee shall be as specified as under Section-8 of SPPRA Rule 2010.

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.

-: SECRETARY TO GOVT. OF SINDH:-

NO.SOIV (LG) 8-06/2016/LAR

Karachi, dated the 20th March, 2017.

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

1. The Director, Sindh Public Procurement Regularity Authority, Karachi.
2. The Deputy Commissioner, District Jacobabad.
3. The Director, Local Government, Larkana.
4. The Assistant Director, Local Fund Audit, Jacobabad.
5. The Chairman, Town Committee, Garhi Khairo, District Jacobabad.
6. P.S to Secretary, Local Government Department Karachi.
7. Officers Concerned (Chairman/Members), Procurement Committee.
8. Office order file.

SECTION OFFICER-IV



OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO

Hello No: (0722) 673245

No: TC/Estt: 448 of 2017
Garhi Khairo, Dated: 11/105/2017

NOTIFICATION

In super session of earlier notification regarding Complaint Redressal Committee (CRC) bearing No. TC/241 of 2017 dated 02.01.2017 a fresh Complaint Redressal Committee as hereby re-constituted on the following composition as per SPPRA Rule 2010 (Amended upto date):-

- | | |
|--|----------|
| 1. Chairman TC Garhi Khairo. | Chairman |
| 2. Accounts Officer District Council Jacobabad | Member |
| 3. Taxation Officer TC Garhi Khairo | Member |

The function and responsibilities of Complaint Redressed Committee shall be under Rule-31(1)(2) of SPPRA Rule-2010:-

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

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

1. The Secretary LGD, GoS, Karachi.
2. ✓ The Managing Director Sindh Public Procurement Regularity Authority Karachi.
3. The Deputy Commissioner Jacobabad.
4. The Director Local Government Larkano.
5. The Assistant Director Local Fund Audit Jacobabad.
6. The Assistant Director Local Government Jacobabad.
7. Officers Concerned (Chairman / Members) Complaints Redressal Committee.



CHAIRMAN
Town Committee
Garhi Khairo.



OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO

No: TCI 450 of 2017
Garhi Khairo Dated: 12/05/2017

To,
The Town Officer
Town Committee,
Garhi Khairo.

Subject: **ADMINISTRATIVE APPROVAL**

The Administrative Approval of Town Committee Garhi Khairo is accorded for execution of following schemes duly approved by the Town Council Town Committee Garhi Khairo meeting held on 16.09.2016 at the cost mentioned against each scheme subject to the condition that provision of physical contingencies be restricted to 2 as under:-

S No:	Name of Work	Estimate Cost
1	Construction of CC Block Hindu Muhalla Town Garhi Khairo	1.0 Million
2	Supply and Fixing of Tough Tiles (Paving Blocks) near Hyder shah disposal Town Garhi Khairo	1.0 Million
3	Supply and Fixing CC TV Camera in Town Garhi Khairo	1.0 Million
4	Purchase and Supply Water Tank with Material	1.0 Million
5	Repair and Maintenance Old Vehicle Graige Near Police Station Town Garhi Khairo.	1.0 Million

The expenditure incurred will be debitble to octroi and zila Tax Share.

The Engineer Town Committee Garhi Khairo will ensure that work would only be stered equal to the funds placed at his disposal and approval accorded and it may also be strictly ensured that no liability is created.

All coddle formalities will be followed for execution of above schemes, including verification of design & B.O.Q by Public Health Engineering Department (Technical Wing)

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

Copy F.W.Cs to:

1. The Deputy Commissioner Jacobabad.
2. The Director Local Government Larkano.
3. The Executive Engineer PHED Division Jacobabad.
4. The Assistant Director Local Government Jacobabad.
5. The Assistant Director Local Fund Audit Jacobabad.
6. The Engineer Town Committee Garhi Khairo.



(Handwritten signature)

CHAIRMAN
Town Committee
Garhi Khairo.

OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

ANNUAL PROCUREMENT PLAN

WORKS, GOODS AND SERVICES)

S.N O.	DESCRIPTION OF PROCUREMENT	QUANTI TY (WHERE APPLIC ABLE)	ESTIMA TED COST (WHERE APPLIC ABLE)	FUNDS ALLOCA TED (1000 MILLION S)	SOURCE OF FUNDS (OZT FUND)	PROPOS ED PROCU REMENT METHO D	TIMING OF PROCUREMENT				REMAR KS
							1 ST QTR	2 ND QTR	3 RD QTR	4 TH QTR	
1	Construction of CC Block Hindu Muhalla Town Garhi Khairo	--	1.0	--	OZT SHARE	National Open Competitive Bidder	--	--	--	--	Funds Available
2	Supply and Fixing of Tough Tiles (Paving Blocks) near Hyder Shah Disposal Town Garhi Khairo	--	1.0	--	OZT SHARE	National Open Competitive Bidder	--	--	--	--	Funds Available
3	Supply and Fixing CC TV Camera in Town Garhi Khairo	--	1.0	--	OZT SHARE	National Open Competitive Bidder	--	--	--	--	Funds Available
4	Purchase and Supply Water Tank with Material	--	1.0	--	OZT SHARE	National Open Competitive Bidder	--	--	--	--	Funds Available
5	M & R Old Vehical Graige Near Police Station Town Garhi Khairo	--	1.0	--	OZT SHARE	National Open Competitive Bidder	--	--	--	--	Funds Available



(Signature)

CHAIRMAN
Town Committee
Garhi Khairo

(B.O.Q)

NAME OF WORK :

CONSTRUCTION OF CC BLOCK AT HINDU MUHALLA
TOWN GARHI KHAIRO DISTRICT JACOBABAD.

S.No	Description	Qty	@Rs.	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)				-	
		Qty	5,985.00	@Rs.	2,117.50	P%0 Cft 12,673.00
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4				-	
		Qty	5,985.00	@Rs.	407.00	P%0 Cft 2,436.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)				-	
		Qty	5,985.00	@Rs.	354.00	P%0 Cft 2,119.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)				-	
		Qty	1,496.25	@Rs.	1,141.25	P% Cft 17,076.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)				-	
		Qty	2,992.50	@Rs.	9,416.28	P% Cft 281,782.00
6	Providing & laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into pannels (CSI NO:16 P-41) for 3" thick				-	
		Qty	5,985.00	@Rs.	4411.82	P% Cft 264,047.00
					Total:-	580,133.0

Conditions

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Contractor

Town Officer
Town Committee
Garhi Khairo

B.O.Q

Name of Work: Supply and Fixing Tough Tiles (Paving Blocks) Near Hyder Shah
Disposal Town Garhi Khairo

S.No	Description		Qty	@Rs	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)	l					
		Qty	2,920.00	@Rs	2,117.50	P%0cft	6,183.00
2	Carriage of Earth (CSI.No.8 P-02) Qty Same item No.4						
		Qty	2,920.00	@Rs	407.00	P%0cft	1,188.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)						
		Qty	2,920.00	@Rs	354.00	P%0cft	1,034.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)						
		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	1,080.40	@Rs	9,416.28	P%0cft	101,733.00
6	Providing and fixing cement paving blocks flooring having size of 197 x 97 x 80 mm of city/ qudda / cobble shape with natural color having strength between 5000psi to 8500 psi i/c filling the joits with hillsand and laying in specified manner / pattern and design etc complete (GSINo 73 P49)						
		Qty	2,920.00	@Rs	223.97	P%0cft	653,992.00
						Total:-	772,461.0

Town Officer
Town committee
Garhi Khairo

S No. 16

(B.O.Q)

Name of Work:

Supply and Fixing CC TV Camera's in Town Garhi Khairo District
Jacobabad.

S.NO	DESCRIPTION	QTY	UNIT PRIZE	TOTAL
1	IP CAMRA WITH ROTATION + ZOOM WIRELESS	01	Rs.40000/-	Rs.40000/-
2	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.15000/-	Rs.15000/-
3	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.12500/-	Rs.12500/-
4	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.30000/-	Rs.30000/-
5	DVR GOOD WITH 09 CHANNEL	01	Rs.30000/-	Rs.30000/-
6	DVR GOOD WITH 09 CHANNEL	01	Rs.25500/-	Rs.25500/-
7	DVR GOOD WITH 09 CHANNEL	01	Rs.50000/-	Rs.50000/-
8	COAXIAL CABLE PER METER	01	Rs.45/-	Rs.45/-
9	LABOUR CHARGES PER CAMRA	01	Rs.5000/-	Rs.5000/-
10	HARD DRIVE WITH ONE MONTH BACKUP	01	Rs.9500/-	Rs.9500/-
11	LCD MONITOR (USED)	01	Rs.4400/-	Rs.4400/-
12	LCD/LED MONITOR (NEW)	01	Rs.10000/-	Rs.10000/-
			Total	321945/-
	3 Nos. Rs. 321945 x 3 =		Rs.	965835/-

- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

**Repair of Old Vehcele Garage Near Police Station of
Town Garhi Khairo District Jacobabad**

Name of Work

S.No	Description	Qty	Unit	Rate		Amount	
1	Dismantaling of Cement Concrete plain 1:2:4 (CSI, I.No.19(c) P-10)						
		Qty	550.00	@Rs.	3,327.50	P% Cft	18,301.00
2	Dismantaling of 2nd class tile roofing (CSI, I.No.23(b) P-11)						
		Qty	1,107.25	@Rs.	378.13	P%0 Cft	4,187.00
3	Removing of cement or lime plaster (CSI.No.53,P-13)						
		Qty	4,398.00	@Rs.	121.00	P% sft	5,322.00
4	2nd Class tile roofing consisting of 4" thick earth and 1" mud plaster with Gobri leaping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layer of 12"x6"x2" laid in 1:6 mortar including 1:2 cement pointing underneath of tiles complete including curing etc (CSI.NO.2,P-37)						
		Qty	1,210.25	@Rs.	7,607.25	P% sft	92,067.00
5	Cement plaster 1:4 upto 20' height 1/2" thick (CSI No:11 P-57) Qty same as ite, of No.3						
		Qty	4,398.00	@Rs.	2,283.93	P%0 Cft	100,447.00
6	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	550.00	@Rs.	9,416.28	P% Cft	51,790.00
7	Providing and laying 3" thick CC topping cement concrete 1:2:4 including surface finishing and dividing into panels (GSI No 16 P 47)						
	Ded: for pillars						
		Qty	1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
8	Making and fixing Steel grated doors with 1/16" thick sheeting including angle iron frame 2"x2"x3/8" and 3/4" square bars 4" centre to centre with locking arrangement (CSI.NO.24,P-97)						
		Qty	768.00	@Rs.	726.12	P. Sft	557,660.00
9	Preparing new surfaces and painting of new doors and windows any type (including edges) (GSI No 5(c)P-76)						
		Qty	1,536.00	@Rs.	823.63	P% Sft	12,651.00
10	White washing one coat (CSI.NO.25 P-59) Quantity same as Cement Plaster (QTY same as item of cement plaster)						

		Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
11.	Colour washing two coat (CSI.NO.25 P-59) Quantity same as Cement Plaster (QTY same as item of cement plaster)						
		Qty	4,398.00	@Rs.	859.90	P% Sft	37,818.00
						Total:-	934,019.0

Conditions

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relvent Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

Contractor

Town Officer
Town Committee
Garhi Khairo

EVALUATION CRITERIA

A Opening clarification and Evaluation

The procuring Agency will open the bid in presence of Bidders' representatives who choose to attend at the time date and in the place specified in the bidding data.

The Bidder's Name, Bid price, any discount the presence or absence of bid Security and such other details as the Procuring Agency as its discretion may consider appropriate will be announced by the procuring Agency at the bid opening. The procuring agency will record the Minutes of the Bid Opening. Representatives of the Bidders who choose to attend shall sign the Attendance sheet.

Any bid price or discount which is not read out and recorded at Bid opening will not be taken into Account in the Evaluation of Bid.

To assist in the Examination Evaluation and comparison of bids the Engineering / Procuring Agency may at its discretion, asked the Bidder for a clarification and the response shall be in writing and no change in the price or Substance of the Bid shall be sought, offered or permitted (SPP Rule-43).

a) Prior to the detailed evaluation, the Engineering / Procuring Agency will determine the substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material documents. It includes the requirements listed in the Bidding Data.

b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the word and figures the amount in the works shall prevail. If there is discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of prices- summary, the amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected schedule of price.

If the bidders do not accept the corrected amount of bids, his bid rejected and his Bid security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity. Any minor in formality or non-conformity or irregularity in the Bid which does not constitute a material deviation (Major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). MAJOR (MATERIAL) DEVIATIONS INCLUDE:-

- i. Has been not properly signed.
- ii. Is not accompanied by the bid security of required amount and manner;
- iii. Stipulating price adjustment when fixed price bids were called for;
- iv. Failing to respond to specifications;
- v. Failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;

- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one :
- x. which affect in any substantial way the scope, quality or performance of the works;
- xi. Adoption / rectification whereof would affect unfairly the competitive position of other bidders present substantially responsive bids.

(B) MINOR DEVIATIONS

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

The Engineer / Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive as per requirement given hereunder, Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price herein below.

Technical Evaluation: It will be examined in detail where the works offered by the bidder comply with Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in schedule B to Bid will be compared with technical Features / criteria of the works detailed in the Technical Provision. Other technical information submitted with the bid regarding the Scope of work will also be reviewed.

EVALUATION BID PRICE.

In evaluating the bids the engineer / Procuring Agency will determine for each bid in addition to the Bid price, the following factors (adjustment) in the manner and to the extent indicated below to determine the Evaluated Bid Price.

- i. Making any correction for arithmetic errors hereof.
- ii. Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.
- iii. Excluding Provisional sums and the Provisions for contingencies in the Bill of Quantities responsive if any, but including Day work, where priced competitively.

FINANCIAL EVALUATION AND COMPARISON OF BIDS.

The Town Committee Garhi Khairo will evaluate and compare only the bids determined to be Substantiality responsive in accordance with the Rule.

If the bid of the successful bidders is seriously unbalanced in relation to the Town Committee Garhi Khairo Estimate of the cost of work to be performed under the contract, the Town Committee Garhi Khairo may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the Internal consistency of those prices with the Construction method and Schedule proposed.

Signature of Contractor _____


ENGINEER
Town Committee
Garhi Khairo

EVALUATION CRITERIA

A Opening clarification and Evaluation

The procuring Agency will open the bid in presence of Bidders' representatives who choose to attend at the time date and in the place specified in the bidding data.

The Bidder's Name, Bid price, any discount the presence or absence of bid Security and such other details as the Procuring Agency as its discretion may consider appropriate will be announced by the procuring Agency at the bid opening. The procuring agency will record the Minutes of the Bid Opening. Representatives of the Bidders who choose to attend shall sign the Attendance sheet.

Any bid price or discount which is not read, out and recorded at Bid opening will not be taken into Account in the Evaluation of Bid.

To assist in the Examination Evaluation and comparison of bids the Engineering / Procuring Agency may at its discretion, asked the Bidder for a clarification and the response shall be in writing and no change in the price or Substance of the Bid shall be sought, offered or permitted (SPP Rule-43).

a) Prior to the detailed evaluation, the Engineering / Procuring Agency will determine the substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material documents. It includes the requirements listed in the Bidding Data.

b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the word and figures the amount in the works shall prevail. If there is discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of prices- summary, the amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected schedule of price.

If the bidders do not accept the corrected amount of bids, his bid rejected and his Bid security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity. Any minor in formality or non-conformity or irregularity in the Bid which does not constitute a material deviation (Major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). MAJOR (MATERIAL) DEVIATIONS INCLUDE:-

- i. Has been not properly signed.
- ii. Is not accompanied by the bid security of required amount and manner;
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- iv. Failing to respond to specifications;
- v. Failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;

- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one :
 - x. which affect in any substantial way the scope, quality or performance of the works;
 - xi. Adoption / rectification whereof would affect unfairly the competitive position of other bidders present substantially responsive bids.

(B) MINOR DEVIATIONS

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

The Engineer / Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive as per requirement given hereunder, Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price herein below.

Technical Evaluation: It will be examined in detail where the works offered by the bidder comply with Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in schedule B to Bid will be compared with technical Features / criteria of the works detailed in the Technical Provision. Other technical information submitted with the bid regarding the Scope of work will also be reviewed.

EVALUATION BID PRICE.

In evaluating the bids the engineer / Procuring Agency will determine for each bid in addition to the Bid price, the following factors (adjustment) in the manner and to the extent indicated below to determine the Evaluated Bid Price.

- i. Making any correction for arithmetic errors hereof.
- ii. Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.
- iii. Excluding Provisional sums and the Provisions for contingencies in the Bill of Quantities responsive if any, but including Day work, where priced competitively.

FINANCIAL EVALUATION AND COMPARISON OF BIDS.

The Town Committee Garhi Khairo will evaluate and compare only the bids determined to be Substantially responsive in accordance with the Rule.

If the bid of the successful bidders is seriously unbalanced in relation to the Town Committee Garhi Khairo Estimate of the cost of work to be performed under the contract, the Town Committee Garhi Khairo may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the Internal consistency of those prices with the Construction method and Schedule proposed.

Signature of Contractor _____


ENGINEER
Town Committee
Garhi Khairo

EVALUATION CRITERIA

A Opening clarification and Evaluation

The procuring Agency will open the bid in presence of Bidders' representatives who choose to attend at the time date and in the place specified in the bidding data.

The Bidder's Name, Bid price, any discount the presence or absence of bid Security and such other details as the Procuring Agency as its discretion may consider appropriate will be announced by the procuring Agency at the bid opening. The procuring agency will record the Minutes of the Bid Opening. Representatives of the Bidders who choose to attend shall sign the Attendance sheet.

Any bid price or discount which is not read out and recorded at Bid opening will not be taken into Account in the Evaluation of Bid.

To assist in the Examination Evaluation and comparison of bids the Engineering / Procuring Agency may at its discretion, asked the Bidder for a clarification and the response shall be in writing and no change in the price or Substance of the Bid shall be sought, offered or permitted (SPP Rule-43).

a) Prior to the detailed evaluation, the Engineering / Procuring Agency will determine the substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material documents. It includes the requirements listed in the Bidding Data.

b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the word and figures the amount in the works shall prevail. If there is discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of prices- summary, the amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected schedule of price.

If the bidders do not accept the corrected amount of bids, his bid rejected and his Bid security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity. Any minor in formality or non-conformity or irregularity in the Bid which does not constitute a material deviation (Major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). MAJOR (MATERIAL) DEVIATIONS INCLUDE:-

- i. Has been not properly signed.
- ii. Is not accompanied by the bid security of required amount and manner;
- iii. Stipulating price adjustment when fixed price bids were called for;
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Technical Evaluation: It will be examined in detail where the works offered by the bidder comply with Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in schedule B to Bid will be compared with technical Features / criteria of the works detailed in the Technical Provision. Other technical information submitted with the bid regarding the Scope of work will also be reviewed.

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Signature of Contractor _____


ENGINEER
Town Committee
Garhi Khairo

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Town Officer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Garhi Khairo District Jacobabad

(b). Brief Description of Works:- Construction of CC Block Hindu Muhalla Town Garhi Khairo

(c). Procuring Agency's address:- Tow Committee Garhi Khairo District Jacobabad

(d). Estimated Cost:- Rs.1000000/-

(e). Amount of Bid Security:- Rs. 50000/-

(f). Period of Bid Validity (days): 60 (Not more than sixty days).

(g). Security Deposit :- (including bid security): -5%

(h). Percentage, if any, to be deducted from bills:- 5%

(i). Deadline for Submission of Bids along with time:- 01:00 PM dt. 31.05.2017

(j). Venue, Time, and Date of Bid Opening:- Town Committee Garhi Khairo,
2.00 P.M, 31.05.2017

(k). Time for Completion from written order of commence: - 01 Months.

(L). Liquidity damages:- _____

(m). Deposit Receipt No: _____ Date: _____

Amount: (in words and figures Rs.1000/- (Rs. One Thousand) only

Contractor

Town Officer
Town Committee
Garhi Khairo

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 Town Officer or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/ Town Officer 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 Town Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Officer 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 Town Officer, 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 Town Officer in writing regarding the performance of such work and has not been paid.

Town Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Town 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.

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 Town Officer 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 Town Officer 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 Town Officer 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
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 Town Officer 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 Town Officer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Officer /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 Town Officer-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 Town Officer-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 Town Officer-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 Town Officer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Town Officer 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 Town Officer-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 Town Officer-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 Town Officer 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 Town Officer 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 Town Officer shall give the contractor reasonable notice of the intention of the Town Officer-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 Town Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Town Officer 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 Town Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Town Officer.

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 Town Officer. 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 Town Officer. 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, herein before 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 Town Officer (hereinafter-called the Town Officer 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 Town Officer-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 Town Officer 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.

**Assistant Director
Local Fund Audit Jacobabad**

Contractor

**Town Officer
Town Committee
Garhi Khairo**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Town Officer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Garhi Khairo District Jacobabad

(b). Brief Description of Works:- SUPPLY AND FIXING OF TOUGH TILES (PAVING BLOCKS) NEAR HYDER SHAH DISPOSAL TOWN GARHI KHAIRO

(c). Procuring Agency's address:- Tow Committee Garhi Khairo District Jacobabad

(d). Estimated Cost:- Rs.1000000/-

(e). Amount of Bid Security:-Rs. 50000/-

(f). Period of Bid Validity (days):60 (Not more than sixty days).

(g). Security Deposit :- (including bid security):-5%

(h). Percentage, if any, to be deducted from bills:- 5%

(i). Deadline for Submission of Bids along with time:- 01:00 PM dt. 31.05.2017

(j). Venue, Time, and Date of Bid Opening:-Town Committee Garhi Khairo,
2.00 P.M, 31.05.2017

(k). Time for Completion from written order of commence: - 01 Months.

(L). Liquidity damages:- _____

(m). Deposit Receipt No: _____ Date: _____

Amount: (in words and figures Rs.1000/- (Rs. One Thousand) only

Contractor

Town Officer
Town Committee
Garhi Khairo

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 Town Officer or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

Clause – 3: Termination of the Contract.

(A) Procuring Agency/ Town Officer 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 Town Officer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Officer 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 Town Officer, 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 Town Officer in writing regarding the performance of such work and has not been paid.

Town Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Town 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.

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 Town Officer 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 Town Officer 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 Town Officer 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 Town Officer 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 Town Officer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Officer /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 Town Officer-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 Town Officer-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 Town Officer-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 Town Officer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Town Officer 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 Town Officer-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 Town Officer-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 Town Officer 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 Town Officer 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.
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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 Town Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Town Officer 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;
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**Assistant Director
Local Fund Audit Jacobabad**

Contractor

**Town Officer
Town Committee
Garhi Khairo**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

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(For Contracts Costing up to Rs 2.5 MILLION)

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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.

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(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Town Officer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Garhi Khairo District Jacobabad

(b). Brief Description of Works:- SUPPLY AND FIXING CC TV CAMERA IN TOWN GARHI KHAIRO

(c). Procuring Agency's address:- Tow Committee Garhi Khairo District Jacobabad

(d). Estimated Cost:- Rs.1000000/-

(e). Amount of Bid Security:- Rs. 50000/-

(f). Period of Bid Validity (days): 60 (Not more than sixty days).

(g). Security Deposit :- (including bid security): -5%

(h). Percentage, if any, to be deducted from bills:- 5%

(i). Deadline for Submission of Bids along with time:- 01:00 PM dt. 31.05.2017

(j). Venue, Time, and Date of Bid Opening:- Town Committee Garhi Khairo,
2.00 P.M, 31.05.2017

(k). Time for Completion from written order of commence: - 01 Months.

(L). Liquidity damages:- _____

(m). Deposit Receipt No: _____ Date: _____

Amount: (in words and figures Rs.1000/- (Rs. One Thousand) only

Contractor

Town Officer
Town Committee
Garhi Khairo

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 Town Officer 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/ Town Officer 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 Town Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Officer 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.

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 Town Officer 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 Town Officer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Officer /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 Town Officer-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 Town Officer-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 Town Officer-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 Town Officer-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 Town Officer 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 Town Officer-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 Town Officer-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 Town Officer 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 Town Officer 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 Town Officer shall give the contractor reasonable notice of the intention of the Town Officer-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 Town Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Town Officer 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 Town Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Town Officer.

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 Town Officer. 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 Town Officer. 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, herein before 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 Town Officer (hereinafter-called the Town Officer 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 Town Officer-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 Town Officer 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.

**Assistant Director
Local Fund Audit Jacobabad**

Contractor

**Town Officer
Town Committee
Garhi Khairo**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Town Officer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Garhi Khairo District Jacobabad

(b). Brief Description of Works:- PUCHASE AND SUPPLY WATER TANK WITH MATERIAL

(c). Procuring Agency's address:- Tow Committee Garhi Khairo District Jacobabad

(d). Estimated Cost:- Rs.1000000/-

(e). Amount of Bid Security:- Rs. 50000/-

(f). Period of Bid Validity (days): 60 (Not more than sixty days).

(g). Security Deposit :- (including bid security): -5%

(h). Percentage, if any, to be deducted from bills:- 5%

(i). Deadline for Submission of Bids along with time:- 01:00 PM dt. 31.05.2017

(j). Venue, Time, and Date of Bid Opening:- Town Committee Garhi Khairo,
2.00 P.M, 31.05.2017

(k). Time for Completion from written order of commence: - 01 Months.

(L). Liquidity damages:- _____

(m). Deposit Receipt No: _____ Date: _____

Amount: (in words and figures Rs.1000/- (Rs. One Thousand) only

Contractor

Town Officer
Town Committee
Garhi Khairo

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 Town Officer 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/ Town Officer 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 Town Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Officer 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 Town Officer, 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 Town Officer in writing regarding the performance of such work and has not been paid.

Town Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Town 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.

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 Town Officer 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 Town Officer 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 Town Officer 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
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 Town Officer 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 Town Officer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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 - (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).

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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 Town Officer 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.

**Assistant Director
Local Fund Audit Jacobabad**

Contractor

**Town Officer
Town Committee
Garhi Khairo**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Town Officer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Garhi Khairo District Jacobabad

(b). Brief Description of Works:- REPAIR AND MAINTENANCE OLD VEHICAL GRAIGE NEAR POLICE STATION TOWN GARHI KHAIRO

(c). Procuring Agency's address:- Tow Committee Garhi Khairo District Jacobabad

(d). Estimated Cost:- Rs.1000000/-

(e). Amount of Bid Security:-Rs. 50000/-

(f). Period of Bid Validity (days):60 (Not more than sixty days).

(g). Security Deposit :-(including bid security):-5%

(h). Percentage, if any, to be deducted from bills:- 5%

(i). Deadline for Submission of Bids along with time:- 01:00 PM dt. 31.05.2017

(j). Venue, Time, and Date of Bid Opening:-Town Committee Garhi Khairo,
2.00 P.M, 31.05.2017

(k). Time for Completion from written order of commence: - 01 Months.

(L). Liquidity damages:- _____

(m). Deposit Receipt No: _____ Date: _____

Amount: (in words and figures Rs.1000/- (Rs. One Thousand) only

Contractor

Town Officer
Town Committee
Garhi Khairo

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 Town Officer 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/ Town Officer 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 Town Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Officer 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 Town Officer, 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 Town Officer in writing regarding the performance of such work and has not been paid.

Town Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Town 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.

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 Town Officer 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 Town Officer 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 Town Officer 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
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 Town Officer 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 Town Officer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Officer /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 Town Officer-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 Town Officer-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 Town Officer-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 Town Officer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Town Officer 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 Town Officer-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 Town Officer-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 Town Officer 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 Town Officer 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 Town Officer shall give the contractor reasonable notice of the intention of the Town Officer-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 Town Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Town Officer 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 Town Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Town Officer.

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 Town Officer. 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 Town Officer. 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, herein before 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 Town Officer (hereinafter-called the Town Officer 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 Town Officer-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 Town Officer 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.

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