



OFFICE OF THE EXECUTIVE ENGINEER
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS
Apollo Centre Near Bahria University, Stadium Road, Karachi
Phone # 021-99240255

No. EE/SMBBT/178

Dated 21-12-2017

The Manager (CB)

Sindh Public Procurement Regulatory Authority
Barrack No. 8, Secretariat 4A,
Court Road, Karachi

Subject: CONSTRUCTION OF KACHI DRAIN FOR DISPOSAL OF RAIN WATER AND ALLIED WORKS ALONG PERIPHERIAL LIMITS OF DEH MANDIARI KARACHI. CH 1+500 TO 1+900

I am directed to enclose herewith "Notice for inviting Bid/Tender" of the subject work for the purpose of Posting/Hoisting on SPPRA website as per Clause-17 (1) of Sindh Public Procurement Rule-2010 and amended upto date. A pay order bearing No. 04189483, dated 21-12-2017 of Bank Al Habib Limited, Karachi of Rs. 2,000/- in favor of "Sindh Public Procurement Regularity Authority" for hoisting charges is also enclosed herewith.

You are requested to Post/Hoist the Notice for inviting Bid/Tender on SPPRA website at your earliest convenience.

Encl: As above.

Cc to:-

1. The Superintending Engineer, SMBBT.
2. The Chief Engineer, SMBBT.
3. PS to the Project Director, SMBBT.

**EXECUTIVE ENGINEER
SMBBT**

SPPRA INWARD DIARY
NO : 3853
DATED : 22-12-17



NOTICE FOR INVITING BIDS/TENDERS

Sealed Bid/Tenders on offer rate are invited from contractors to participate in the following works as per SPPRA Rules-2010 and amended 2013.

S.No.	Name of Works	Estimated Cost	Bid Security / Earnest Money	Cost of Bid/Tender Documents
1	CONSTRUCTION OF KACHI DRAIN FOR DISPOSAL OF RAIN WATER AND ALLIED WORKS ALONG PERIPHERIAL LIMITS OF DEH MANDIARI KARACHI CH 1+500 TO 1+900	Rs. 998,994/-	2% of quoted cost.	Rs. 2,000/-

TERMS & CONDITIONS

1. The Bidding/Tender documents can be purchased after hoisted on SPPRA website from the office of The Deputy Director (F&A), Site Office, Mandiari, SMBBT on payment of amount noted above in shape of pay order from any scheduled bank (Non-refundable) in favour of "Shaheed Mohtarma Benazir Bhutto Town" between 9.00 to 01:00 p.m. upto **08-01-2018**. The drawing & Design can be seen in the office of the Horticulturist, 1st Floor, Apollo Centre, Dalmia Road, Karachi.
2. The Bids/Tenders should be accompanied by a Pay Order of any scheduled bank equivalent to minimum 2% of the quoted amount as Bid Security failing which Bid / Tender will not be entertained.
3. The Bidding / Tender documents will be received in the office of the Horticulturist, Site Office, Mandiari, SMBBT on **08-01-2018** upto 01:00 PM and opened on the same day at 02:00 PM. Open Competitive Bidding method through SPPRA website will use as procurement method as per Rule-15, SPPRA 2010 and amended 2013. In case of holiday and unforeseen circumstances on opening date the bids shall be submitted and opened on the next working day, other terms and condition shall remain same.
4. The Authority may reject all or any bids subject to the provision of SPPRA Rules-2010 and amended 2013.
5. Bids/ Tenders with any conditions shall be rejected.

**EXECUTIVE ENGINEER
SMBBT**

Executive Engineer
Design & Monitoring SMBBT
Board of Revenue
Govt. of Sindh

PROCUREMENT PLAN (Development/Capital)

Serial No.	Description of Procurement	Quantity (Where applicable)	Estimated unit cost (where applicable)	Estimated total cost (in million) Rs.	Funds allocated (in million Rs.)	Source of funds (ADP/Non ADP)	Proposed Procurement Method	Timing of Procurement 2017-18				Remarks
								9	10	11	12	
								Q1	Q2	Q3	Q4	
1	CONSTRUCTION OF KACHI DRAIN FOR DISPOSAL OF RAIN WATER AND ALLIED WORKS ALONG PERIPHERIAL LIMITS OF DEH MANDIARI KARACHI CH 1+500 TO 1+900	-	-	0.998	1 Million	ADP Fund	Open Competitive Bidding method through SPPRA website		December 2017			Subject to release of fund


Executive Engineer
Design & Monitoring SMBBT
Board of Revenue
Govt. of Sindh



OFFICE OF THE SECRETARY
SECRETARIAT OF THE BOARD OF REVENUE, SINDH

NO: PS/SEC/BOR/SMBBT/2016/ /
Karachi, dated: 02-06-2016

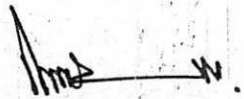
NOTIFICATION

**RE-CONSTITUTION OF PROCUREMENT COMMITTEE FOR DEVELOPMENT WORKS OF
SHAHEED MOHTRAMA BENAZIR BHUTTO TOWN (SMBBT) IN SINDH.**

In pursuance of Executive Engineer (D&M), SMBBT letter No: EE(D&M)/SMBBT/KAR/2016/11 dated: 08-02-2016, notification for Procurement Committee for Development Works of Shaheed Mohtrama Benazir Bhutto Town (SMBBT) in Sindh is hereby endorse and approved by the Senior Member, Board of Revenue, Sindh as per SPPRA Rules- 7 & 8 of Sindh Public Procurement Rules-2010 (Amended-2013) comprising of the following officers:

01.	XEN (Concerned)/ Horticulturist (For Horticulture Works)	Executive Engineer, SMMBT	Chairman
02.	Muhammad Jawaid Qureshi	Executive Engineer, P&H (KDA Wing), KMC	Member External
03.	Syed Ali Abbas	Deputy Director (F&A), SMBBT	Member

This issue with the approval of the Sr. Member, Board of Revenue, Govt. of Sindh


SECRETARY (Revenue)
Board of Revenue, Sindh
Government of Sindh

Distributions:

1. Managing Director, SPPRA
2. Project Director, SMBBT
3. P.S. to Sr. Member, BOR, GOS
4. All members of Procurement Committee (SMBBT)

Copy for Information:

- P.S to Secretary Local Govt, GOS

SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

NOTE SHEET

(01)

SUBJECT: RE-CONSTITUTION OF PROCUREMENT COMMITTEE IN ACCORDANCE WITH RULE-7&8 OF SPP RULE-2010 (AMENDED - 2013) FOR DEVELOPMENT WORKS OF SHAHEED MOHTARMA BENAZIR BHUTTO TOWN IN SINDH.

It is stated that it is mandatory to re-constitute Procurement Committee in accordance with Rule-7&8 of SPP Rule-2010 (Amended-2013) in order to carry out development works. The Rule-7&8 (Constitution of Procurement Committee) stated as under:

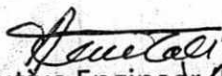
SPPRA Rule-7: "The procuring shall, with the Approval of Head of Department, constitute as many procuring committee, as it deems fit, each comprising odd number of person and headed by gazetted officers, not below the rank of BS-18, or if not available, the officer of highest rank, and shall ensure agencies that at least one third of the members of a procurement committee are from the agencies or departments other than the procuring agencies."

In compliance of the above, it is proposed that to constitute procurement committee comprising of the following members:

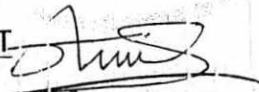
- | | |
|--|----------|
| 1. XEN (Concern), SMBBT
Horticulturist (For Horticulture Works) | Chairman |
| 2. Mr. Muhammad Jawaid Qureshi
Executive Engineer
(P & H, KDA Wing, KMC) | Member |
| 3. Mr. Syed Ali Abbas
Deputy Director (F&A), SMBBT | Member |

The case is submitted for accord of approval to notify Procurement Committee for carrying out development works in Shaheed Mohtrama Benazir Bhutto Town in Sindh.

Submitted for approval please.


Executive Engineer (D&M)
SMBBT, GoS
08/12/2016

Superintending Engineer, SMBBT


8/12/16

Chief Engineer/SMBBT


8/12/16

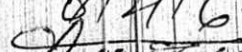
Project Director, SMBBT

Chief Engineer, SMBBT

Superintending Engineer, SMBBT


8/12/16

Executive Engineer (D&M) SMBBT


8/12/16



NO: EE-(D&M)/SMBBT/KAR/2016/10

Date: 08-02-2016

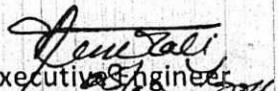
NOTIFICATION

RE-CONSTITUTION OF COMPLAINT RE-DRESSAL COMMITTEE FOR DEVELOPMENT WORKS OF SHAHEED MOHTRAMABENAZIR BHUTTO TOWN (SMBBT) IN SINDH.

With the approval of competent authority, a complaint re-dressal committee (CRC) for development works of SMBBT, Sindh earlier constitute vide office order No: EE-(D&M)/SMBBT/KAR/71 dated: 02-07-2014 is hereby re-constituted to settle the disputes/re-dressal of grievances arising in Shaheed Mohtrama Benazir Bhutto Towns, Sindh as per Rule-31 of Sindh Public Procurement Rule-2010 (Amended-2013) comprising of the following officers:

- | | |
|---|----------|
| 1. Mr. Abdul Aziz Memon
Project Director, SMBBT | Chairman |
| 2. Mr. Danish
Assistant Accountant General, Sindh | Member |
| 3. Mr. Shahid Mohsin
Executive Engineer,
P&D, Malir Development Authority | Member |

This issue with the approval of Competitive Authority.


Executive Engineer
(D&M) SMBBT
Government of Sindh

Distribution:

- The Chief Engineer, SMBBT
- The Director (F&A), SMBBT
- The Superintending Engineer, SMBBT
- All Members of Committee
- Officer Concerned
- P.S to Project Director, SMBBT

Copy to:

1. The Deputy Account General (Admn) Sindh
2. Mr. Danish, Assistant Account General Sindh
3. P.S. to Secretary Local Govt, GOS

NOTE SHEET

(01)

SUBJECT: RE-CONSTITUTION OF COMPLAINT REDRESSAL COMMITTEE (CRC) FOR SHAHEED MOHTARMA BENAZIR BHUTTO TOWN PROJECT.

It is submitted that "Complaint Redressal Committee" is being reconstituted to settle the disputes redressal of grievances of bidders during procurement proceeding in accordance with Rule-31 (2) of SPRRA-2010 in order to carry out the development works.

Redressal of Grievance and settlement of disputes as per Rule-31 (2) stated as under:

Mechanism for Redressal of Grievance:

REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES

Mechanism for Redressal of Grievance.

SPPRA Rule-31:

1. The Procuring Agency shall constitute a committee for complain redressal comprising add number of persons, with appropriate powers and authorization, to address the complaints of bidders that may occur during the procuring proceedings.
2. The committee shall be headed by head of the procuring agency or an official of the procuring agency, at least one rank senior to the head of the procuring committee and shall include the following:
 - a) District Account Officer, or his representative, in case of the Local Government or provincial line departments at district level, or a representative of the Accountant General Sindh, in case of Government department the provincial level.
 - b) An independent provincial from the relevant field concerning the procurement process in question, to be nominated by the head of procuring agency.

It is further stated that in compliance of Project Director, SMBBT's letter No: PD/SMBBT/2014/06 dated: 26-05-2014 Account General (Admn) Sindh nominated to Mr. Danish, Assistant Accountant General, Sindh as a member of Complaint Redressal Committee, vide letter No: Admn-I/NAM/Pt-I/1858, dated: 11-06-2014.

SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

NOTE SHEET

(02)

In compliance of the above, it is proposed that to constitute complain redressal committee comprising the following members.

- | | |
|--|----------|
| 1. Mr. Abdul Aziz Memon
(Project Director, SMBBT) | Chairman |
| 2. Mr. Danish
(Assistant Account General, Sindh) | Member |
| 3. Mr. Shahid Mohsin
Executive Engineer
(P&D, Malir Development Authority) | Member. |

03 The case is submitted for accord approval to notify Complaint Redressal Committee.

Shahid Mohsin
Executive Engineer (D&M)
08/12/2016
SMBBT, GoS

04 Superintending Engineer, SMBBT

Shahid Mohsin
8/2/16

05 Chief Engineer, SMBBT

06 Project Director, SMBBT

Shahid Mohsin
8/2/16

07 Chief Engineer, SMBBT

08 Superintending Engineer, SMBBT

Shahid Mohsin

09 Executive Engineer (D&M), SMBBT

Shahid Mohsin
09/12/2016



GOVERNMENT OF SINDH

PROJECT DIRECTORATE
SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

BIDDING DOCUMENTS

NAME OF WORK

CONSTRUCTION OF KACHI DRAIN FOR DISPOSAL OF RAINWATER
AND ALLIED WORKS ALONG PERIPHERAL LIMITS OF DEH-
MANDIARI, KARACHI CHAINAGE 1+500 TO 1+900.

TENDER DOCUMENTS

BILL OF QUANTITIES

AS PER PEC & SPPRA (GUIDELINE/DIRECTIVE) RULES 2010 AND
AMENDED 2013

NOVEMBER 2017


Executive Engineer
Design & Monitoring SMBBT
Board of Revenue
Govt. of Sindh

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

A	Name of Procuring Agency	Shaheed Mohtarma Benazir Bhutto Town
B	Brief Description of Works	CONSTRUCTION OF KACHI DRAIN FOR DISPOSAL OF RAINWATER AND ALLIED WORKS ALONG PERIPHERAL LIMITS OF DEH MANDIARI, KARACHI. CH 1+500 TO 1+900.
C	Procuring Agency's address	Apollo Centre Near Bahria University, Stadium Road, Karachi Telephone No. 021-99240255-56 Fax No. 021-99245320
D	Amount of Bid Security	2% of the Quoted Bid Amount
E	Period of Bid Validity (days)	90 Days
F	Security Deposit (Including Bid Security)	-----
G	Percentage, if any, to be deducted from bills	00% Retention Money
H	Deadline for Submission of Bids along with time	08 - 01 - 2018 at 01:00 p.m.
I	Venue, Time, and Date of Bid Opening	Office of the Executive Engineer, Site Office, Mandiari SMBBT, Karachi at 02:00 p.m on 08-01-2018 Open Competitive Bidding method through SPPRA website will use as procurement method as per Rule-15, SPPRA 2010 and amended 2013
J	Time for Completion from written order of commence	90 Days
K	Deposit Receipt No (Date & Amount in words and figures)	


 Executive Engineer
 Design & Monitoring SMBBT
 Board of Revenue
 Govt. of Sindh

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Clause – 11:

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

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

Clause – 12: Examination of work before covering up.

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

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

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant



Executive Engineer/Procuring Agency

**Executive Engineer
Design & Monitoring SMBBT
Board of Revenue
Govt. of Sindh**

Contractor

**CONSTRUCTION OF KACHI DRAIN FOR DISPOSAL OF RAINWATER AND ALLIED WORKS ALONG
PERIPHERAL LIMITS OF DEH MANDIARI, KARCHI CHAINAGE 1+500 TO 1+900.**

Bill Of Quantities

Item No	Description of item to be executed at site	Quantities	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
106a	Excavate unsuitable common material.	39420		Cft	
106b	Excavate unsuitable all type of rock material.	59130		Cft	
108c	Formation of embankment from borrow excavation in common material.	35040		Cft	
				Sub Total	
				Grand Total	

I/We hereby quoted as follow

Items Based on S/R amounting to Rs. _____ /-	Rs. _____
Grand Total	Rs. _____

The total amount is Rs. _____ (Rupees _____)
(In Figure) (In Words)

_____ for the complete job for all offer rate.

I / We have attached a pay order bearing No. _____

Dated _____ issued from _____

(Name of Bank)

Bank amounting to Rs. _____ as per NIT.

Time Limit: 90 Days

Penalty per days: Rs.2000/-

Note:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initiated & stamped by the bidder.


Executive Engineer
 Design & Monitoring SMBBT
 Board of Revenue
 Govt. of Sindh

Signature of the Contractor with Stamp

Address: _____

MINIMUM QUALIFICATION/ELIGIBILITY CRITERIA

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

ELIGIBILITY:

1. Income Tax Clearance Certificate/NTN Certificate
2. Valid Professional TAX
3. Registration with Sindh Revenue Board

MINIMUM QUALIFICATION CRITERIA:

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over amount is 01-Million and work experience with satisfactory completion report in last 3 years or at least three or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

Signature of the Bidder with Stamp


Executive Engineer
Design & Monitoring S.M.R.T
Board of Revenue
Govt. of Sindh