



SUKKUR MUNICIPAL CORPORATION

No: SMC/XEN/- 211
Sukkur dated: 23/04/2018

To,

The Managing Director,
Sindh Public Procurement Regularity Authority,
SPPRA, Karachi.

Subject: **HOSTING OF TENDERS NOTICE ON SPPRA WEBSITE.**

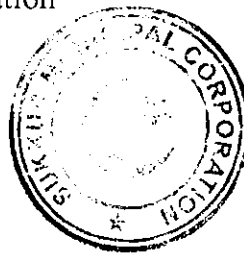
Enclosed please find herewith Tender Notice for Repair and Maintenance Work bearing No. SMC/XEN/- 210 dated 23-4-18 along with Compact Disk (CD) and necessary documents as mentioned below for hosting on SPPRA Website.

A Cheque / Demand Draft / Pay Order bearing No. 682000 dated 16-04-2018 amounting to Rs. 2,000/- (Two Thousand Rupees) from Sindh Bank Limited Sukkur Branch in favour of your good self being hosting charges on Sindh Public Procurement Regulatory Authority (SPPRA) through courier.

Please acknowledge the receipt.

Encl:

1. Annual Procurement Plan
2. Tender Notice
3. CRC Notification
4. Procurement Committee Notification
5. Bidding Documents with BOQ



Municipal Commissioner
Sukkur Municipal Corporation

Copy submitted to:

- The **Mayor**, Sukkur Municipal Corporation for kind information.
- Copy to the **Executive Engineer**, Sukkur Municipal Corporation for information and necessary action

SPPRA INWARD DIARY
NO : 211-2
DATED 24-04-2018

Municipal Commissioner
Sukkur Municipal Corporation

SUKKUR MUNICIPAL CORPORATION

No: SMC/XEN/- 210

Sukkur Dated: 04/04/2018

(TENDER NOTICE)

The Sealed Bids from well-reputed firms / Authorized Dealers / Interested Persons registered with Income Tax, and Sindh Revenue Board meeting the eligibility criteria of Sindh Public Procurement Regularity Authority Rule 2010 (Amended 2017) for the following repair and maintenance works.

S. No	Name of work	Cost	Bid Security	Tender Fee	Period
1	Providing and Installation of Water Supply Booster Pump at Miani Road for Achar Ghitti Area U.C No. 06 Shaikh Shaheen SMC	0.535 (M)	5%	Rs. 500/-	6 Months
2	Construction Of CC Block, CC Drain, RCC Slabs & Providing Fixing 2" Dia G.I Pipe With Connections At Achar Ghitti Sukkur	0.670 (M)	5%	Rs. 500/-	6 Months
3	Providing / Installation of Filter Plant with RO System with 5000 GPD Capacity @ Village Gul Labano Bachal Shah Miani SMC	0.950 (M)	5%	Rs. 500/-	6 Months
4	Providing / Installation of Filter Plant with RO System with 3000 GPD Capacity With Room @ Bagh-e-Hayat Ali Shah SMC	0.700 (M)	5%	Rs. 500/-	6 Months
5	Providing / Installation of Filter Plant with RO System with 5000 GPD Capacity @ Kandhari Muhala Adam Shah Colony SMC	0.950 (M)	5%	Rs. 500/-	6 Months
6	Providing Drains @ Hamzo Solangi Muhalla Islam Colony UC No. 17 SMC	0.300 (M)	5%	Rs. 500/-	6 Months
7	Repair and Re-Construction of Surface Drains and Crosses in U.C No. 10 Shamshabad SMC	0.400 (M)	5%	Rs. 500/-	6 Months
8	Replacement and Extention of Water Supply Line in U.C No. 14 Shah Latif & Shaikh Muhalla Union Committee No. 2 Sukkur Municipal Corporation	0.800 (M)	5%	Rs. 500/-	6 Months
9	Re-Constguction Surface Drains and Crosses in U.C No. 14 Shah Latif SMC	0.200 (M)	5%	Rs. 500/-	6 Months
10	Providing and Laying Water Supply Line in Union Committee No. 15 Old Sukkur	0.350 (M)	5%	Rs. 500/-	6 Months
11	Rehabilitation of Surface Drains in Union Committee No. 15 Old Sukkur	0.200 (M)	5%	Rs. 500/-	6 Months
12	Construction of Surface Drain and Crosses in UC No. 18 Pir Murad Shah SMC	0.400 (M)	5%	Rs. 500/-	6 Months
13	Rehabilitation of Water Supply Line Micro Colony Pir Murad Shah Colony upto Water Tank Yousif Bugti	0.500 (M)	5%	Rs. 500/-	6 Months
14	Providing Laying Water Supply Line Brohi Muhalla UC. No. 18 Sukkur Municipal Corporation	0.995 (M)	5%	Rs. 500/-	6 Months
15	Repair /Reconstruction of Taxation Officer Office Near Municipal Masjid Sukkur Municipal Corporation	0.426 (M)	5%	Rs. 500/-	6 Months

TERSMS AND CONDITIONS

1. The Blank Tender/Bidding Documents containing detailed Terms and Conditions etc are available at the office Executive Engineer, Sukkur Municipal Corporation and can be collected during office hours on any working day up to **14-05-2018** on payment of Tender Fee (Non-Refundable) in shape of Pay Order / Demand Draft (in favour of Sukkur Municipal Corporation) / Cash.
2. The Bids, prepared in accordance with the instructions in the Bidding Document must be reach at undersigned on before **15-05-2018** upto **1:00 PM**. This Bids will be opened on the same day at **1:30 PM** before the procurem committee and available participants or their authorized agents. If the undersigned is out of Head Quarter tenders will be opened on next day. In case the tenders are cancelled / rejected or non-respondent, the next date issue and opening will be as under.

2st Issuance upto

04-06-2018 & opening **05-06-2018**

The Bid Security would be pledge in the name of Mayor, Sukkur Municipal Corporation, in the shape of Call Deposit / Pay Order from any scheduled bank and must be attached with bid documents; otherwise it will not be entertained.

4. Conditional and Telegraphic tenders will not be entertained.

5. Bid Opening Venue and Contact Detail is as under:-

Executive Engineer,

Sukkur Municipal Corporation,

Cell: 0333-2007880 Email. Smc.sukkur786@gmail.com

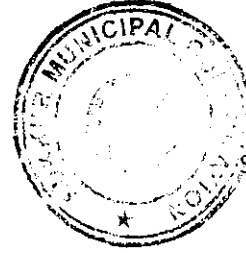
6. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever under provision provided in SPPRA Rules-2010 (amendment 2017).

Note: This NIT can also be seen on Govt: of Sindh official website www.sindh.gov.pk and SPPRA Govt. of Sindh Website www.pprasindh.gov.pk.

Municipal Commissioner
Sukkur Municipal Corporation

C.C to:-

- ✓ The Secretary, Government of Sindh, Local Government Department, Karachi for kind information
- ✓ The Mayor, Sukkur Municipal Corporation, for kind perusal and information.
- ✓ The Managing Director, SPPRA Karachi with request to Host NIT on SPPRA Website.
- ✓ The Director, Local Government, Sukkur for kind information.
- ✓ The Assistant Director, Local Fund Audit, Sukkur for information.
- ✓ The Procurement Committee, Sukkur Municipal Corporation, for information and necessary action.
- ✓ The Web Master of Sindh Govt: Website Karachi.
- ✓ Notice Board.



Municipal Commissioner
Sukkur Municipal Corporation



ANNUAL PROCUREMENT PLAN FOR SMC

FISCAL YEAR 2017-18

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
01	Repair and Renovation of Office Building Sukkur Municipal Corporation	NA	NA	3.00	3.00	Non ADP From Own Sources	Single Stage (One Envelop Procedure)	3.00				All Procurements will be made as per SPPRA Rules-2010 (Amended 2013)
02	De-silting of Drains, Open Nalas and Sewer wells of Sukkur City	NA	NA	6.00	6.00	-do-	-do-	6.00				-do-
03	Repair and Rising of Man Holes and providing Man Hole covers Sukkur City.	NA	NA	20.00	20.00	-do-	-do-	20.00				-do-
04	Rehabilitation of streets with providing paver block at various markets and Bazaars / streets of Sukkur city	NA	NA	20.00	20.00	-do-	-do-	20.00				-do-
05	i. Improvement and rehabilitation of Drains crosses Nalas and Surface Drains UC 01 to 07 (Zone-I)	NA	NA	10.00	10.00	-do-	-do-	10.00				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
06	ii. Improvement and rehabilitation of Drains crosses Nalas and Surface Drains UC 08 to 14 (Zone-II)	NA	NA	10.00	10.00	-do-	-do-	10.00				-do-
07	iii. Improvement and rehabilitation of Drains crosses Nalas and Surface Drains UC 15 to 20 (Zone-III)	NA	NA	10.00	10.00	-do-	-do-	10.00				-do-
08	iv. Improvement and rehabilitation of Drains crosses Nalas and Surface Drains UC 21 to 26 (Zone-IV)	NA	NA	10.00	10.00	-do-	-do-	10.00				-do-
09	Rehabilitation of Water Supply Distribution Lines and Water Supply Tanks and Boosters Filter Beds in Sukkur City	NA	NA	10.00	10.00	-do-	-do-	10.00				-do-
10	Providing of Computer System with all accessories Dell / HP / Acer CPU or Equivalent Core 2 Duo or i3, 6 th Generation with 4 GB RAM 1 TB Hard disk and HP / Dell /	36	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
	Acer LED or Equivalent 19" with HP / Dell / Acer or Equivalent Keyboard and Mouse, HP LaserJet Printer All in one Latest Model (Printer Scanner, Copier, Fax) or equal with networking along with Software for data management with Stabilizer and UPS Backup.											
11	Providing of Heavy Duty Colour Laser Jet Printer and Mono Laser Jet Printer with all accessories and installation with Stabilizer and UPS Backup.	1	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
12	i. Providing and Supplying Heavy Duty Photostate Machine (A3 Size) with all accessories and installation. ii. Providing and Installation of Fax Machine Panasonic or Equivalent Plain Paper Copier.	1 2	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
13	Providing and fixing of Biometric Machine with eye verification and Thump Impression along with its software and 1 week training with battery backup.	50	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
14	Supply of Furniture for Union Committee Office Sukkur Municipal Corporation i. Table Large Size 5'x 3' ii. Table Small Size 4' x 2 ½' iii. Revolving Chair / Wooden with net iv. Office Chair v. Wooden Stool 12' x 2' x 20.0 Height Legs vi. Steel Almirah	26 52 52 780 52 26	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
15	i. Installation of Street Lights 45 Watt with Saver Bulb ii. Installation of Street LED Lights 40 Watt	1300 1300	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
16	Repair and Providing of Disposal and Water Supply Pumps, Motors and Equipments in Sukkur Municipal Corporation	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
17	Supplying and Installation of 30 KVA Diesel Generator for Office of Sukkur Municipal Corporation	1	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
18	Providing and Supplying Sanitary Material / Articles for Sukkur Municipal Corporation.	NA	NA	2.0	2.0	-do-	-do-	2.0				-do-
19	Demolition and Dispose of Material of Old Mayor Office and Council Hall SMC	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
20	Purchase of Levies / Uniform for IV Class Employees, Fire Brigade and Land Grant / Anti Encroachment Staff i/c Sewing charges for SMC.	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
21	Up-gradation of Disposal Stations Sukkur City	NA	NA	20.00	20.00	-do-	-do-	20.00				-do-
22	Supply of Fork Lifters for SMC.	2	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
23	Supply of Ride on Lawn Mover for SMC.	3	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
24	Supply of Bush Cutter Machine for SMC.	3	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
25	Supply of Small Street Broomers for SMC.	2	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
26	Supply of Big Gun Water Sprinkler with Pressure Pump for SMC.	1	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
27	Supply of Electric Grass Cutter Machine for SMC.	4	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
28	Supply of Dust and Waste Sucking Truck for SMC.	1	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
29	Supply of Foot Path Broomers for SMC.	10	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
30	Supply of Laptop Core i7 (Touch + Keypad) Dell/HP Professional Series or equivalent 6 th or Latest Generation, 8 GB RAM and 1 TB Hard Drive Local with Warranty for SMC.	2	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
31	Supplying and Fixing of Street Light Poles with RCC Foundation complete in all respect at various points of Sukkur Municipal Corporation.	100	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
32	Construction of Parking Area for Sukkur Municipal Corporation	NA	NA	15.00	15.00	-do-	-do-	15.00				-do-
33	Supply of Plants for Gardening and Tree Plantation of Sukkur Municipal Corporation.	NA	NA	7.00	7.00	-do-	-do-	7.00				-do-
34	Renovation of Pavilion and Improvement of Bath Room / Dressing Room of Jinnah Municipal Stadium Sukkur	NA	NA	3.00	3.00	-do-	-do-	3.00				-do-
35	Rehabilitation of Water Supply Distribution Lines and Water Supply Tanks and Boosters Filter Beds in Sukkur City.	NA	NA	40.00	40.00	-do-	-do-	40.00				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
36	Arrangement of Chairs, Crockery, Lights and Food, Decoration and Sound System on rent basis at desired location to pay tribute to the Children Martyr in Peshawar Attach and promotion of Education. Purchase of Uniform for Students Purchase of Shields for Representative, Purchase P-Caps and Ajrak.	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
37	Sweeping of Main Roads along with cleaning of Side Drains by experienced sanitation staff within jurisdiction of Sukkur Municipal Corporation. (Location provided in Bidding/Tender Document)	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
38	Providing and Supplying Electric Material For Sukkur Municipal Corporation	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
39	Supplying & Fixing of Air Condition and Electric Equipments For Mayor Office And Secretariat Sukkur Municipal Corporation	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
40	Supply of Furniture / Fixture for Momentary Mayor Office and Secretariat Sukkur Municipal Corporation	NA	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
41	Providing & Replacing Rising Main Water Supply Line from Phase-IV to Adam Shah Over Head Tank SMC	NA	NA	80.00 (M)	80.00 (M)	-do-	-do-	80.00 (M)				-do-
42	Rehabilitation of Old Water Tank at Adam Shah Takri Sukkur	NA	NA	5.00 (M)	5.00 (M)	-do-	-do-	5.00 (M)				-do-
43	Providing Valve of 3", 4", 6" and 8" Dia and valve Chamber for Existing Water Supply Network of Sukkur Municipal Corporation.	NA	NA	3.50 (M)	3.50 (M)	-do-	-do-	3.50 (M)				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
44	De-silting of Islamia Reservoir Water Tank of Sukkur Municipal Corporation.	NA	NA	1.00 (M)	1.00 (M)	-do-	-do-	1.00 (M)				-do-
45	De-silting of Adam Shah Over Head /Reservoir Water Tank of Sukkur Municipal Corporation.	NA	NA	1.00 (M)	1.00 (M)	-do-	-do-	1.00 (M)				-do-
46	De-silting of Water Tanks / Reservoir of Water Supply Scheme Phase-III Numaish Sukkur Municipal Corporation.	NA	NA	8.00 (M)	8.00 (M)	-do-	-do-	8.00 (M)				-do-
47	De-silting of Water Tanks / Reservoir of Water Supply Scheme Phase-IV Airport Road Sukkur Municipal Corporation.	NA	NA	7.00 (M)	7.00 (M)	-do-	-do-	7.00 (M)				-do-
48	Providing Laying RCC Pipe from Kasai Muhalla Moti Masjid to Police Head Quarter Shikapur Road Sukkur	NA	NA	5.53 (M)	5.53 (M)	-do-	-do-	5.53 (M)				-do-
49	Construction of Nala Footpath and Green Belt from Shalimar Phatak to Regent Phatak Sukkur	NA	NA	8.75 (M)	8.75 (M)	-do-	-do-	8.75 (M)				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
50	Construction of Compound Wall & Renovation of Fatima Children Park Infront of DC Office Sukkur	NA	NA	8.30 (M)	8.30 (M)	-do-	-do-	8.30 (M)				-do-
51	Construction of Tube Well Room at U.C No. 22 Hussain Arain SMC	NA	NA	3.34 (M)	3.34 (M)	-do-	-do-	3.34 (M)				-do-
52	Construction of Community Hall & Re-Construction of Compound Wall of Eid Gah Near Thermal Power House Chohan Muhalla Old Sukkur	NA	NA	2.87 (M)	2.87 (M)	-do-	-do-	2.87 (M)				-do-
53	Installation of Fiber Tower Mentioning the Name of Allah infront / besides Al-Furqan Research Institute & Museum Sukkur	NA	NA	1.00 (M)	1.00 (M)	-do-	-do-	1.00 (M)				-do-
54	Diversion of Shalimar Disposal Station and removal of leackages at Old Sukkur	NA	NA	10.00 (M)	10.00 (M)	-do-	-do-	10.00 (M)				-do-
55	Rehabilitation and Re-construction of Lateef Park Old Sukkur	NA	NA	6.00 (M)	6.00 (M)	-do-	-do-	6.00 (M)				-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
56	Rehabilitation and Re-construction of Mir Masoom Shah Library i/c installation of solar system.	NA	NA	10.00 (M)	10.00 (M)	-do-	-do-	10.00 (M)				-do-
57	Hiring of Consultants for Design, Planning & Supervision Services for Development Works, Improvement of Drainage System, Water Supply System, Water Treatment, City Beautification works and Municipal Services etc of Sukkur.	NA	NA	RFP Single Stage Two Envelop	RFP Single Stage Two Envelop	-do-	RFP Single Stage Two Envelop	RFP Single Stage Two Envelop				-do-
58	Supply of (400) Nos. Model Hand Carts for establishment of New Municipal Sasta Bazaar from Dua Chowk to corner of Thermal Power Station SMC.	400 Nos.	NA	Item Rate	Item Rate	-do-	-do-	Item Rate				-do-
59	Improvement of Drainage System of Sukkur City.	N/A	NA	514.50	514.50	Non-ADP	Single Stage (Two Envelop Procedure)			128.63		-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
60	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 9 New Goth Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-
61	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 12 Garibabad Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-
62	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 13 Ayub -do-Gate Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
63	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 14 Shah Lateef Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-
64	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 15 Old Sukkur, Sukkur	N/A	NA	30.00 (M)	30.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			30.00 (M)		-do-
65	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 16 Jeay Shah Sukkur	N/A	NA	30.00 (M)	30.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			30.00 (M)		-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
66	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia & 18" Dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 17 New Pind, Sukkur	N/A	NA	50.00 (M)	50.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			50.00 (M)		-do-
67	Rehabilitation of Water Filtration Plant within the jurisdiction of Sukkur Municipal Corporation	NA	NA	3.500	3.500	Non-ADP	Single Stage (Two Envelop Procedure)			3.500		-do-
68	Construction of WaterSupply Drainage & Streets / Roads Repairs Union Committee No. 07 & 08 Sukkur Municipal Corporation	N/A	NA	94.75 (M)	94.75 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			94.75 (M)		-do-
69	Construction of (18) Union Committee Offices within the Jurisdiction of Sukkur Municipal Corporation Sukkur	N/A	NA	72.047 (M)	72.047 (M)	ADP # 1577	Single Stage (Two Envelop Procedure)			72.047 (M)		-do-

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								1 st Qtr	2nd Qtr	3rd Qtr	4th	
70	Construction of Mayor Office Sukkur	N/A	NA	59.990 (M)	59.990 (M)	ADP # 1577	Single Stage (Two Envelop Procedure)			59.990 (M)		-do-
71	Hiring Of Master Franchise To Streamline And Improve The Advertisement Segment Of Sukkur Municipal Corporation	NA	NA	RFP Single Stage Two Envelop	RFP Single Stage Two Envelop	-do-	RFP Single Stage Two Envelop	RFP Single Stage Two Envelop				-do-
72	Providing / Installation of Filter Plant with RO System with 5000 GPD Capacity @ Village Gul Labano Bachal Shah Miani SMC	01	NA	0.950 (M)	1.00 (M)	Non-ADP	Single Stage (One Envelop Procedure)			1.00		-do-
73	Providing / Installation of Filter Plant with RO System with 3000 GPD Capacity With Room @ Bagh-e-Hayat Ali Shah SMC	01	NA	0.700 (M)	1.00 (M)	Non-ADP	Single Stage (One Envelop Procedure)			1.00		-do-
74	Providing / Installation of Filter Plant with RO System with 5000 GPD Capacity @ Kandhari Muhala Adam Shah Colony SMC	01	NA	0.950 (M)	1.00 (M)	Non-ADP	Single Stage (One Envelop Procedure)			1.00		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
75	Providing and Installation of Water Supply Booster Pump at Miani Road for Achar Ghitti Area U.C No. 06 Shaikh Shaheen SMC	NA	NA	0.540 (M)	0.540 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.540		-do-
76	Construction of CC Block, CC Drain, RCC Slabs & Providing Fixing 2" dia G.I Pipe with connections at Achar Ghitti Sukkur	NA	NA	0.670 (M)	0.670 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.670		-do-
77	Repair and Re-Construction of Surface Drains and Crosses in U.C No. 10 Shamshabad SMC	NA	NA	0.400 (M)	0.400 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.400		-do-
78	Repair and Re-Construction of Surface Drains and Crosses in U.C No. 11 Dargah Qazi Baba SMC	NA	NA	0.300 (M)	0.300 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.300		-do-
79	Replacement of Water Supply Line in U.C No. 11 Dargah Qazi Baba SMC & Waritar Qasimabad Market Sukkur	NA	NA	0.400 (M)	0.400 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.400		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
80	Re-Constgruction Surface Drains and Crosses in U.C No. 12 Gharibabad SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
81	Re-Constgruction and raising of Surface Drains and Crosses in U.C No. 13 Ayoub Gate SMC	NA	NA	0.200 (M)	0.200 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.200		-do-
82	Replacement and Extention of Water Supply Line in U.C No. 14 Shah LATif & Shaikh Muhalla Union Committee No. 2 Sukkur Municipal Corporation	NA	NA	0.800 (M)	0.800 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.800		-do-
83	Re-Constgruction Surface Drains and Crosses in U.C No. 14 Shah Latif SMC	NA	NA	0.200 (M)	0.200 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.200		-do-
84	Providing and Laying Water Supply Line in Union Committee No. 15 Old Sukkur	NA	NA	0.800 (M)	0.800 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.800		-do-
85	Rehabilitation of Surface Drains in Union Committee No. 15 Old Sukkur	NA	NA	0.200 (M)	0.200 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.200		-do-
86	Raising of Surface Drains and Construction of Crosses at Old Naka Tanwri Muhalla Islam Colony Chohan Muhalla U.C No. 17 New Pind Sukkur Municipal Corporation	NA	NA	0.990 (M)	0.990 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.990		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
87	Development of Park at Police Line Eid Gah New Pind Sukkur	NA	NA	0.960 (M)	0.960 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.960		-do-
88	Providing Drains @ Hamzo Solangi Muhalla UC No. 17 SMC	NA	NA	0.300 (M)	0.300 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.300		-do-
89	Replacement and Extention of Water Supply Line Meerani Muhalla in U.C No. 18 Pir Murad Shah SMC	NA	NA	0.600 (M)	0.600 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.600		-do-
90	Construction of Surface Drain and Crosses in UC No. 18 Pir Murad Shah SMC	NA	NA	0.400 (M)	0.400 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.400		-do-
91	Rehabilitation of Water Supply Line Micro Colony Pir Murad Shah Colony upto Water Tank Yousif Bugti	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
92	Construction of Valve Chamber and Re-Construction of crosses over drain in U.C No. 19 Choona Bhatta SMC	NA	NA	0.300 (M)	0.300 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.300		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
93	Replacement and Extention of Water Supply Line in U.C No. 20 Small Industries Maka Goth I & II Sama Muhalla SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
94	Re-Construction of Surface Drains and Crosses in U.C No. 20 Small Industries SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
95	Providing Water Supply Distribution Lines at Union Committee No. 21 Rahoja SMC	NA	NA	0.300 (M)	0.300 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.300		-do-
96	Construction of Road Crosses and Surface Drains at UC No. 21 Rahoja SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
97	Providing Water Supply Lines and Boaring at Village Arab Shaikh UC No. 21 Rahoja SMC	NA	NA	0.600 (M)	0.600 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.600		-do-
98	Repair of Drains and improvement on Existing Sewerage Line at Union Committee No. 22 Hussain Arain Sukkur	NA	NA	1.00 (M)	1.00 (M)	Non-ADP	Single Stage (One Envelop Procedure)			1.00		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
99	Construction of Road Crosses and Surface Drains at UC No. 23 Scoiety SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
100	Providing Laying Water Supply Line at UC No. 23 Scoeity SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
101	Improvement of Pump House at Bachal Shah Miani Village Ghulam Mustafa Jatoi SMC	NA	NA	0.500 (M)	0.500 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.500		-do-
102	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia & 18" Dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 18 Pir Murad Shah, Sukkur	N/A	NA	70.00 (M)	70.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			70.00 (M)		-do-
103	Construction of Drainage / Disposal Station at Shaikh Colony near Gulshan-e-Iqbal	NA	NA	15.15 (M)	15.15 (M)	Non-ADP	Single Stage (One Envelop Procedure)			15.15		-do-
104	RCC Sewer Line From Disposal Works upto Masjid Firdos	NA	NA	18.28 (M)	18.28 (M)	Non-ADP	Single Stage (One Envelop Procedure)			18.28		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
105	Construction of Drainage System & Water Supply Line for Hyderi Muhalla	NA	NA	4.12 (M)	4.12 (M)	Non-ADP	Single Stage (One Envelop Procedure)			4.12		-do-
106	P/L & Jointing P.E Pipe at Micro Colony Qureshi Goth & Village Shahnawaz Khoso	NA	NA	15.38 (M)	15.38 (M)	Non-ADP	Single Stage (One Envelop Procedure)			15.38		-do-
107	Construction of Surface Drains at Gulshan-e-Iqbal Shaikh Colony	NA	NA	4.99 (M)	4.99 (M)	Non-ADP	Single Stage (One Envelop Procedure)			4.99		-do-
108	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia & 18" Dia, Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 19 Chona Bhatta, Sukkur	N/A	NA	25.00 (M)	25.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			25.00 (M)		-do-
109	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 20 New Pind, Sukkur	N/A	NA	50.00 (M)	50.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			50.00 (M)		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
110	Laying of Water Supply Line 3",4",6" and 8" dia Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 21 Rahooja, Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-
111	Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 22 Hussain Arain, Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-
112	Rehabilitation of Graveyard with Compound Wall and Paving Block at U.C No. 22 SMC											
113	Laying of Water Supply Line 3",4",6" and 8" dia and sewerage line 12" dia Construction / Repair of CC Drains and Rehabilitation of Streets / Road with Paving Block at U.C. 23 New Pind, Sukkur	N/A	NA	40.00 (M)	40.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			40.00 (M)		-do-
114	Construction of Tube Well Room & Boring at Shah Khalid Colony SMC	N/A	NA	5.00 (M)	5.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			5.00 (M)		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
115	Repair & Rehabilitation of Clock System of Clock Tower Sukkur	NA	NA	Item Rate	Item Rate	Non-ADP	Single Stage (One Envelop Procedure)			Item Rate		-do-
116	Repair & Rehabilitation of Clock System @Mir Masoom Shah Library Sukkur Municipal Corporation	NA	NA	Item Rate	Item Rate	Non-ADP	Single Stage (One Envelop Procedure)			Item Rate		-do-
117	Repair & Rehabilitation of Clock System of Pir Ellahi Bux Tower Sukkur	NA	NA	Item Rate	Item Rate	Non-ADP	Single Stage (One Envelop Procedure)			Item Rate		-do-
118	Raising of Surface Drains & Re-Construction of RCC Crosses and Paver Block at Shamsheer Shah Muhalla UC No. 13 SMC	NA	NA	0.850 (M)	0.850 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.850		-do-
119	P/L RCC ASTM Pipe 12" dia at U.C No. 06 near SMA School and Achar Ghitti near Bakery Street & MASjid Nusrat Colony No. 2 Sukkur	NA	NA	0.990 (M)	0.990 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.990		-do-
120	Construction of Main Drain from Malik Disposal Station to Bypass via Meerani & Dargah Badal Shah Muhalla U.C No. 24 & 26 SMC	N/A	NA	15.00 (M)	15.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			15.00 (M)		-do-
121	Providing Surface Drains and Paving Block from Wadero Abdul Qadir Jamali Muhalla U.C No. 26 SMC	N/A	NA	5.00 (M)	5.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			5.00 (M)		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
12 2	Providing Surface Drains and Paving Block from Meerani Muhalla Chohan Muhalla U.C No. 26 SMC	N/A	NA	5.00 (M)	5.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			5.00 (M)		-do-
12 3	Providing Surface Drains and Paving Block from Shaikh Muhalla and Chohan Muhalla U.C No. 24 SMC	N/A	NA	3.00 (M)	3.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			3.00 (M)		-do-
12 4	Providing Surface Drains and Paving Block from Shaban Shaikh and Badal Sher Muhalla U.C No. 24 SMC	N/A	NA	3.00 (M)	3.00 (M)	Non-ADP	Single Stage (Two Envelop Procedure)			3.00 (M)		-do-
12 5	Earth Filling at Microwave Colony & Brohi Muhalla U.C No. 18 Pir Murad Shah Colony SMC	NA	NA	0.400 (M)	0.400 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.400		-do-
12 6	Installation of Deep Boring with Pump for Water Supply Scheme Opposite Police HQ Disposal SMC	NA	NA	0.300 (M)	0.300 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.300		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
127	Rehabilitation of Main Gate with Paver /Truff Tile at Sadhu Bela Main Gate (Minority) SMC	NA	NA	0.600 (M)	0.600 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.600		-do-
128	Wall Painting over walls of Road near DC Office Sukkur	NA	NA	Item Rate	Item Rate	Non-ADP	Single Stage (One Envelop Procedure)			Item Rate		-do-
129	Providing Laying Water Supply Line Brohi Muhalla UC. No. 18 Sukkur Municipal Corporation	NA	NA	0.995 (M)	0.995 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.995		-do-
130	Repair /Reconstruction Of Taxation Officer Office Near Municipal Masjid Sukkur Municipal Corporation	NA	NA	0.426 (M)	0.426 (M)	Non-ADP	Single Stage (One Envelop Procedure)			0.426		-do-
131	Construction of storm water drain from SIUT Medical Center to Minara Chowk at Sukkur	NA	NA	10.74 (M)	10.74 (M)	Non-ADP	Single Stage (One Envelop Procedure)			10.74		-do-
132	Construction of Paver Block at Sadhu Bela Sukkur	NA	NA	4.95 (M)	4.95 (M)	Non-ADP	Single Stage (One Envelop Procedure)			4.95		-do-
133	Providing, Laying & Jointing & Testing of 18" dia RCC ASTM Sewer Line from Pond No. 1 to Gadani Phatak Road	NA	NA	4.88 (M)	4.88 (M)	Non-ADP	Single Stage (One Envelop Procedure)			4.88		-do-

S#	Description of Procurement	Quantity (where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost	Funds Allocated	Source Of Funds (ADP/Non ADP)	Proposed procurement method	Timing Of Procurement				Remarks
								1 st Qtr	2nd Qtr	3rd Qtr	4th	
134	Construction of A & B Type open surface drains & Providing Laying, Jointing & Testing of 18" dia RCC ASTM Sewer Line from Allahabad Colony to Abul Shar Chowk	NA	NA	21.85 (M)	21.85 (M)	Non-ADP	Single Stage (One Envelop Procedure)			21.85		-do-
135	Construction of B Type Open Surface Drains & Providing Laying, Jointing & Testing of 12" & 18" dia RCC ASTM Sewer lines to Bejarani Chowk	NA	NA	17.94 (M)	17.94 (M)	Non-ADP	Single Stage (One Envelop Procedure)			17.94		-do-
136	Construction of 2'-00" Wide CC Drain from Back side of GMC to Civil Hospital Road	NA	NA	3.83 (M)	3.83 (M)	Non-ADP	Single Stage (One Envelop Procedure)			3.83		-do-
137	Providing Fixing Heavy Iron Gates, Destempring Walls & Making Shelter for Namaz-e-Eid at Eid Gah Opposite Blood Bank Sukkur	NA	NA	2.59 (M)	2.59 (M)	Non-ADP	Single Stage (One Envelop Procedure)			2.59		-do-
138	Supply / Installation of Lights for Beautification of Sukkur Barrage Sukkur	NA	NA	Item Rate	Item Rate	Non-ADP	Single Stage (One Envelop Procedure)			Item Rate		-do-

(ABID ALI ANSARI)

Store Purchase Officer / Member
Sukkur Municipal Corporation

(YAR MUHAMMAD JUNEJO)

Deputy Director (LG)/ Member
Local Government Department
Sukkur

Local Government Sukkur

(SHARAFUDIN DANWER)

Executive Engineer/ Chairman
Sukkur Municipal Corporation



No. SOH/(LG)/1-14/2017/SUK
GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 14th October, 2017

ORDER

With the approval of Competent Authority, Constitution of Procurement Committee consisting on following for undertaking Development Work in Municipal Corroboration Sukkur, District Sukkur, during current Financial year 2017-18, is hereby constituted under Section-7 of SPPRA Rule, 2010:-

1. The Executive Engineer Sukkur Municipal Corporation Sukkur Chairman.
2. The Assistant Director, Local Government Sukkur. Member
3. The Purchase Officer, Sukkur Municipal Corporation. Member

2. The Function and responsibilities of Procurement Committee shall be as under:-
-Rule-7 (Section-8 of SPPRA Rule 2010)

- Preparing Bidding Documents.
- Carrying out technical as well as financial evolution of the bids
- Prepare evolution reports as provided in Rule 45.
- Making recommendations for the award of contract to the Competent Authority.
- Perform any other function ancillary and incidental to the above.

-SECRETARY TO GOVT: OF SINDH-

N. SOH / (LG) / 1-14 / 2017 / SUK

Karachi, dated the 16th October, 2017

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

- The Director, Sindh Public Procurement Regularity Authority, Karachi.
- The Executive Engineer Sukkur Municipal Corporation Sukkur. He is requested to ensure fulfillment of all codal formalities in accordance with rules /policy.
- The Mayor / Municipal Commissioner, Municipal Corporation Sukkur.
- PS to Secretary, Local Govt. Department, Government of Sindh, Karachi.
- PS to Special Secretary, (LGD), Government of Sindh, Karachi.
- Members concerned.
- Office order file.

(SYED NAZAR MUHAMMAD SHAH)
SECTION OFFICER-II



No. SO-II/(LG)/1-11/2017/SUK
GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 16th October, 2017

ORDER

With the approval of Competent Authority, a compliant Redressal Committee is hereby constituted under Rule 31(1) (2) of SPPRA rules, 2010 of Municipal Corporation Sukkur, District Sukkur, during current Financial year 2017-18.

1. Municipal Commissioner Sukkur, Chairman
Municipal Corporation Sukkur.
2. Account Officer Sukkur Municipal Corporation Member
3. Taxation Officer, Sukkur Municipal Corporation Member
Town Committee, Pacca Chang, District Khairpur.

The function and responsibilities of complaint Redressal Committee shall be as under - (Section-31(13)(a,b,c,d,e & f) of SPPRA Rule 2010).

-SECRETARY TO GOVT. OF SINDH-

No. SO-II (LG)/1-11/2017/SUK

Karachi, dated the 16th October, 2017

Copy is forwarded for information and necessary action to:-

1. The Director, Sindh Public Procurement Regularity Authority, Karachi.
2. The Mayor / Municipal Commissioner, Municipal Corporation Sukkur. He is requested to ensure fulfillment of all codal formalities in accordance with rules /policy.
3. PS to Secretary, Local Govt. Department, Government of Sindh, Karachi.
4. PS to Special Secretary, (LGD), Government of Sindh, Karachi.
5. Members concerned.
6. Office order file.

(SYED NAZAR MUHAMMAD SHAIK)
SECTION OFFICER-II

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**PROVIDING AND INSTALLATION OF WATER SUPPLY
BOOSTER PUMP AT MIANI ROAD FOR ACHAR
GHITTI AREA U.C NO. 06 SHAIKH SHAHEEN SMC**

PC Cost:-

Rs. 0.535 (M)

Bid Security:-

Rs. 26,750/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING AND INSTALLATION OF WATER SUPPLY BOOSTER PUMP AT MIANI ROAD FOR ACHAR GHITTI AREA U.C NO. 06 SHAIKH SHAHEEN SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.
Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.
Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.5,35,000/=
- (b) Amount of Bid Security:- Rs: 26,750/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:-. (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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


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

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation
Sukkur



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 1

Estimated Cost: 0.535 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 26,750.00 or 5%

Name of Work: **PROVIDING AND INSTALLATION OF WATER SUPPLY BOOSTER PUMP AT MIANI ROAD FOR ACHAR GHITTI AREA U.C NO. 06 SHAIKH SHAHEEN SMC**

Part-A Schedule Item

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling and Removing Road metalling (CSI No. 19 (c) Page No. 10)	322.5	605.00	P%Cft	1,951.00
2	Dismantling CC 1:2:4 (CSI No. 19 (c) Page No. 10)	84.4	3327.50	P%Cft	2,808.00
3	Excavation in foundation of Building Bridges and other structure including degbelling dressing refilling around structure with excavated earth watering and raming lead upto 5 ft. (a) In san, ashes or loose soil (CSI No. 18 (a) Page No. 4)	345.6	3176.25	P%oCft	1,098.00
4	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:4:8 (CSI No. 5 Page No. 16)	91.64	11288.75	P%Cft	10,345.00
5	Pacca Brick work in foundation in plinth ratio 1:4 (CSI No. 5 (e) Page No. 21)	161	12501.41	P%Cft	20,127.00
6	Damp Proof Course with Cement Sand Shingle 1:2:4 3" thick	51	4928.49	P%Sft	2,514.00
7	Pacca Brick Work in Ground Floor 1:4	337	13227.41	P%Cft	44,576.00
8	Fabrication of heavy steel with angles tee iron flate iron round iron shade iron for making Tears Garders etc complete	4.88	4928.49	P.Cwt	24,026.00
9	1st Class Tile roofing	127	11443.10	P%Sft	14,533.00
10	Cement Nero Plaster 1/2" thick 1:2	731	1438.40	P%Sft	10,515.00
11	Cement Plaster 1/2" thick 1:4	731	2283.93	P%Sft	16,696.00
12	Cement Plaster 3/8" thick 1:4	731	2197.52	P%Sft	16,064.00
13	Cement Plaster 3/4" thick 1:4	41.3	3015.76	P%Sft	1,245.00
14	Distembring 3 coats	731	1079.65	P%Sft	7,892.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
15	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	53.01	14429.25	P%Sft	7,649.00
16	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars(CSI No. 8 (b) Page No. 17)	0.20	5001.70	P.Cwt	1,019.00
17	RC Work in roof slab, beams columns radfts lintels and other structural members laid in situ or precast laidin position complete in all respects contd (1) Ratio (1:2:4) 90 Lbs Cement 2 Cft sand 4 Cft Shingle to 1/4" guage (CSI No. 6 (a) Page No. 16)	8	337.00	P.Cft	2,696.00
18	Small Iron Work such as Iron Plates etc complete	1.8	6420.61	P.Cwt	11,557.00
19	Removal of Debries	752.5	579.14	P%Cft	4,358.00
20	Erection rocked steel beams or old rails in roofs etc erection and fixing in position	4.88	186.34	P.Cwt	908.00
Total					200,626.00

Part-B Non-Schedule Item

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Electrification and Supplying and Fixing Booster Pump with Electric Motor 10HP i/c Connections with all accesroies and labour charges etc complete (MR)	1		P/Job	
Total					


Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
(+) Open Rate Rs. _____ for complete work / job

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

Contractor's Signature _____
Name of Firm _____
Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **PROVIDING AND INSTALLATION OF WATER SUPPLY BOOSTER PUMP AT MIANI ROAD FOR ACHAR GHITTI AREA U.C NO. 06 SHAIKH SHAHEEN SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**CONSTRUCTION OF CC BLOCK, CC DRAIN, RCC SLABS
& PROVIDING FIXING 2" DIA G.I PIPE WITH
CONNECTIONS AT ACHAR GHITTI SUKKUR**

PC Cost:-

Rs. 0.670 (M)

Bid Security:-

Rs. 33,500/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- CONSTRUCTION OF CC BLOCK, CC DRAIN, RCC SLABS & PROVIDING FIXING 2" DIA G.I PIPE WITH CONNECTIONS AT ACHAR GHITTI SUKKUR

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.6,70,000/=
- (b) Amount of Bid Security:- Rs: 33,500/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 2

Estimated Cost: 0.67 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 33,500.00 or 5%

Name of Work: **CONSTRUCTION OF CC BLOCK, CC DRAIN, RCC SLABS & PROVIDING FIXING 2" DIA G.I PIPE WITH CONNECTIONS AT ACHAR GHITTI SUKKUR**

Part-A Water Supply Line

Schedule Item

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling Cement Concrete Plain 1:2:4 (CSI	1820.8	1306.80	P% Cft	23,794.00
2	Excavation in foundation of Building Bridges and other structure including degbelling dressing refilling around structure with excavated earth watering and raming lead upto 5 ft. (b) In ordinary soil (CSI No. 18 (b) Page No. 4)	178.5	3176.25	P%o Cft	567.00
3	Removal of Debries	1999.3	579.41	P%Cft	11,584.00
4	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:4:8 (CSI No. 5 Page No. 16)	1057.2	11288.75	P% Cft	119,340.00
5	Erection and removal of centering for RCC of plain cement concrete works of partial wood (2nd Class) (b) Vertical (CSI No. 19 (b) Page No. 18)	1424.2	3127.41	P% Sft	44,540.00
6	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	1013.1	14429.25	P% Cft	146,181.00
7	Providing G.I Pipes, specials and clamps etc i/c fixing cutting complete etc complete	600.0	233.00	P.Rft	139,800.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
8	RC Work in roof slab, beams columns radfts lintels and other structural members laid in situ or precast laidin position complete in all respects contd (1) Ratio (1:2:4) 90 Lbs Cement 2 Cft sand 4 Cft Shingle to 1/4" guage (CSI No. 6 (a) Page No. 16)	46.48	337.00	P.Cft	15,664.00
9	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars(CSI No. 8 (b) Page No. 17)	1.87	5001.70	P.Cwt	9,341.00
10	Small Iron Work such as Iron Plates etc complete	3.930	6420.61	P.Cwt	25,224.00
11	Erection and fixing of iron trusses stagging of water tanks etc	3.929	271.04	P.Cwt	1,066.00
Total					537,101.00


Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R

(+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the _____ day of _____ 200 _____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **CONSTRUCTION OF CC BLOCK, CC DRAIN, RCC SLABS & PROVIDING FIXING 2" DIA G.I PIPE WITH CONNECTIONS AT ACHAR GHITTI SUKKUR** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**PROVIDING / INSTALLATION OF FILTER PLANT WITH
RO SYSTEM WITH 5000 GPD CAPACITY @ VILLAGE
GUL LABANO BACHAL SHAH MIANI SMC**

PC Cost:-

Rs. 0.950 (M)

Bid Security:-

Rs. 47,500/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 5000 GPD CAPACITY @ VILLAGE GUL LABANO BACHAL SHAH MIANI SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.
Address : **Executive Engineer, PWD Branch, Sukkur Municipal Corporation.**
Ph: **071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com**

- (a) Estimated Cost:- Rs.9,50,000/=
- (b) Amount of Bid Security:- Rs: 47,500/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay. but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be 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.

Contractor


Executive Engineer
Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 3

Estimated Cost: 0.950 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 3 Months Earnest Money: 47,500.00 or 5%

Name of Work: **PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 5000 GPD CAPACITY @ VILLAGE GUL LABANO BACHAL SHAH MIANI SMC**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Installation of Filter Plant with RO System 5000 GPD Specification: Membrane: USA Flimtec Hrdraitic 8x40 UF Membrane 4x40 Multiply Taiwan Voltage 220-50 Hz, Water Rejection 50%, T.D.S Rejection 98%, Pre-Filtration 5&1 Micron, Bultin Online TDS Meter, Flow Meter, Pressure Guage, Membrance Filter 0.0001 Micron, Dozing pump Etatron (Italy) UV Panal SS, System Operating PPressure 150 to 200 psi, System SKID mounted. Purification Media: Granular Activated Carbon Specification: Make Taiwan, Flow Rate 20 GPM, Peak Flow Rate 25 GPM, Pipe Fitting Food Grade Sch: 80 PVC, Housing Media Fiber Glass with Polyethylene Inner Lining, Housing Size Ht 65" Dia 16", Inlet & Outlet Dia 1" Polypropylene Cartridge Filter Specification: Make Taiwan, Flow Rate 35 GPM, Peak Flow Rate 50 GPM, Filtration Rate 5&1 Micron, Housing Media FoodGrade Polypropylene, Housing Size Ht 20" Dia 6 1/2", Pipe Fitting Food Grade PVC				

S. No.	Item / Description	Qty	Rate	Unit	Amount
	Sand Filter Specification: Make Taiwan, Flow Rate 20 GPM, Peak Flow Rate 25 GPM, Purifying Media Silica Sand, Pipe Fitting Food Grade Sch: 80 PVC, Housing Media Fiber Glass with Polyethylene Inner Lining, Housing Size Ht 65" Dia 16", Inlet & Outlet Dia 1" Equipments Description: Feed Pump Grainfoss or Equivalent 1HP Pressure Sand Filter Vasel 1665 Eurotech Jumbo Housing with Cartiridge Filter Italian Dozing Pump RO Membrane 8x40 with Membrane Vasel 400 psi codeline company Pressure Guage Flow Meter 10 GPM Control Panel Board High Pressure Pump CDLF 4x12 UF Membrane 4x40 White Storage Tank Food Great Material 2000 Ltr Made by Supertuff Blue Fiber Tank 2000 Ltr Made by Supertuff Motor & Pump 1/2 HP Pedora UV Lamp Complete 33" Ethlentic USA TDS Meter SKID / Iron Frame 6x4				
Total					


Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
 (+) Open Rate Rs. _____ for complete work / job

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

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 5000 GPD CAPACITY @ VILLAGE GUL LABANO BACHAL SHAH MIANI SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**PROVIDING / INSTALLATION OF FILTER PLANT WITH
RO SYSTEM WITH 3000 GPD CAPACITY WITH ROOM
@ BAGH-E-HAYAT ALI SHAH SMC**

PC Cost:-

Rs. 0.700 (M)

Bid Security:-

Rs. 35,000/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 3000 GPD CAPACITY WITH ROOM @ BAGH-E-HAYAT ALI SHAH SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.
Address : **Executive Engineer, PWD Branch, Sukkur Municipal Corporation.**
Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.7,00,000/=
- (b) Amount of Bid Security:- Rs: 35,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor


Executive Engineer

Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 4

Estimated Cost: 0.70 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 35,000.00 or 5%

Name of Work: **PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 3000 GPD CAPACITY WITH ROOM @ BAGH-E-HAYAT ALI SHAH SMC**

Part-A Construction of Room

Schedule Item

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling CC 1:2:4	81.5	3327.50	P% Cft	2,712.00
2	Dismantling Removing road matelling	28.5	605.00	P% Cft	172.00
3	Excavation in foundation of Building Bridges and other structurte including degbelling dressing refilling around structure with excavated earth watering and raming lead upto 5 ft. (b) In ordinary soil (CSI No. 18 (b) Page No. 4)	85.5	3127.50	P%o Cft	267.00
4	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:4:8 (CSI No. 5 Page No. 16)	42.0	11288.75	P% Cft	4,741.00
5	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	21.0	14429.25	P%Cft	3,030.00
6	Brick work in foundation plinth	79.0	11948.36	P%Cft	9,439.00

7	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding, witch will be paid seprately. This rate also i/c all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingles) (a) RC Work in roof slab, beams columns radfts lintels and other structural members laid in situ or precast laidin position complete in all respects contd (1) Ratio (1:2:4) 90 Lbs Cement 2 Cft sand 4 Cft Shingle to 1/4" guage (CSI No. 6 (a) Page No. 17)	89.0	337.00	P Cft	29,993.00
8	Fabrication of Tor Bars steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars (CSI No. 8 (b) Page No. 17)	3.6	5001.70	P Cft	17,886.00
9	Pacca Brick work otherthan building i/c striking of joints upto 20 feet height in cement sand mortar ratio 1:6 (CSI No. 7 (e) Page No. 22)	251.3	12346.55	P% Cft	31,021.00
10	Cement Plaster upto 20' height 3/4" thick ratio 1:4 (CSI No. 11 (a) Page No. 52)	836.0	3015.76	P% Sft	25,212.00
11	Cement Plaster upto 20' height 1/2" thick ratio 1:4 (CSI No. 11 (a) Page No. 52)	836.0	2283.93	P% Sft	19,094.00
12	Split Tile 1/4" thick glazed or double glazed jointed in white ceemtn and laid over 1:2 grey cement sand mortar 3/4" thick including finishing complete (Flooring and Facing) (CSI No.69 P.No.49)	87.0	21021.11	P% Sft	18,288.00
13	Iron Steel Doors and Windows	45.0	594.57	P.Sft	26,756.00
14	Colour three coats (CSI No. 24 (c) P-54)	437.0	1079.65	P%Sft	4,718.00
15	Weather Sheet Emulsion Paint Preparingsurface and painting with emulsion paint	418.0	1015.09	P%Sft	4,243.00
16	Oil paint for doors and windows	90.0	296.39	P%Sft	267.00
Total					197,839.00

Part-B Non-Schedule Item

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	<p>Installation of Filter Plant with RO System 3000 GPD</p>				
	<p>Specification: Membrane: USA Flimtec Hrdraitic 4x40 UF Membrane 4x40 Multiply Taiwan Voltage 220-50 Hz, Water Rejection 50%, T.D.S Rejection 98%, Pre-Filtration 5&1 Micron, Bultin Online TDS Meter, Flow Meter, Pressure Guage, Membrane Filter 0.0001 Micron, Dozing pump Etatron (Italy) UV Panal SS, System Operating PResure 150 to 200 psi, System SKID mounted.</p> <p>Purification Media: Granular Activated Carbon Specification: Make Taiwan, Flow Rate 20 GPM, Peak Flow Rate 25 GPM, Pipe Fitting Food Grade Sch: 80 PVC, Housing Media Fiber Glass with Polyethylene Inner Lining, Housing Size Ht 54" Dia 13", Inlet & Outlet Dia 1"</p> <p>Polypropylene Cartridge Filter Specification: Make Taiwan, Flow Rate 35 GPM, Peak Flow Rate 50 GPM, Filtration Rate 5&1 Micron, Housing Media Food Grade Polypropylene, Housing Size Ht 20" Dia 6 1/2", Pipe Fitting Food Grade PVC</p> <p>Sand Filter Specification: Make Taiwan, Flow Rate 20 GPM, Peak Flow Rate 25 GPM, Purifying Media Silica Sand, Pipe Fitting Food Grade Sch: 80 PVC, Housing Media Fiber Glass with Polyethylene Inner Lining, Housing Size Ht 54" Dia 13", Inlet & Outlet Dia 1"</p> <p>Equipments Description: Feed Pump Grainfoss or Equivalent 1HP Pressure Sand Filter Vasel 1665 Eurotech Jumbo Housing with Cartiridge Filter Italian Dozing Pump RO Membrane 4x40 with Membrane Vasel 300 psi PPWT company Pressure Guage Flow Meter 10 GPM Control Panel Board High Pressure Pump CDLF 2x16</p>				

S. No.	Item / Description	Qty	Rate	Unit	Amount
	UF Membrane 4x40 White Storage Tank Food Grade Material 1500 Ltr Made by Supertuff Blue Fiber Tank 1500 Ltr Made by Supertuff Motor & Pump 1/2 HP Pedora UV Lamp Complete 33" Ethlentic USA TDS Meter SKID / Iron Frame 5x4				
Total					



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R _____
 (+) Open Rate Rs. _____ for complete work / job

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

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)
Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement—) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 3000 GPD CAPACITY WITH ROOM @ BAGH-E-HAYAT ALI SHAH SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**PROVIDING / INSTALLATION OF FILTER PLANT WITH
RO SYSTEM WITH 5000 GPD CAPACITY @
KANDHARI MUHALA ADAM SHAH COLONY SMC**

PC Cost:-

Rs. 0.950 (M)

Bid Security:-

Rs. 47,500/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 5000 GPD CAPACITY @ KANDHARI MUHALA ADAM SHAH COLONY SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.
Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.
Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.9,50,000/=
- (b) Amount of Bid Security:- Rs: 47,500/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 3

Estimated Cost: 0.950 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 3 Months Earnest Money: 47,500.00 or 5%

Name of Work: **PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 5000 GPD CAPACITY @ KANDHARI MUHALA ADAM SHAH COLONY SMC**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Installation of Filter Plant with RO System 5000 GPD Specification: Membrane: USA Flimtec Hrdraitic 8x40 UF Membrane 4x40 Multiply Taiwan Voltage 220-50 Hz, Water Rejection 50%, T.D.S Rejection 98%, Pre-Filtration 5&1 Micron, Built-in Online TDS Meter, Flow Meter, Pressure Gauge, Membrane Filter 0.0001 Micron, Dosing pump Etatron (Italy) UV Panel SS, System Operating Pressure 150 to 200 psi, System SKID mounted. Purification Media: Granular Activated Carbon Specification: Make Taiwan, Flow Rate 20 GPM, Peak Flow Rate 25 GPM, Pipe Fitting Food Grade Sch: 80 PVC, Housing Media Fiber Glass with Polyethylene Inner Lining, Housing Size Ht 65" Dia 16", Inlet & Outlet Dia 1" Polypropylene Cartridge Filter Specification: Make Taiwan, Flow Rate 35 GPM, Peak Flow Rate 50 GPM, Filtration Rate 5&1 Micron, Housing Media Food Grade Polypropylene, Housing Size Ht 20" Dia 6 1/2", Pipe Fitting Food Grade PVC				

S. No.	Item / Description	Qty	Rate	Unit	Amount
	<p>Sand Filter Specification: Make Taiwan, Flow Rate 20 GPM, Peak Flow Rate 25 GPM, Purifying Media Silica Sand, Pipe Fitting Food Grade Sch: 80 PVC, Housing Media Fiber Glass with Polyethylene Inner Lining, Housing Size Ht 65" Dia 16", Inlet & Outlet Dia 1"</p> <p>Equipments Description: Feed Pump Grainfoss or Equivalent 1HP Pressure Sand Filter Vasel 1665 Eurotech Jumbo Housing with Cartiridge Filter Italian Dozing Pump RO Membrane 8x40 with Membrane Vasel 400 psi codeline company Pressure Guage Flow Meter 10 GPM Control Panel Board High Pressure Pump CDLF 4x12 UF Membrane 4x40 White Storage Tank Food Great Material 2000 Ltr Made by Supertuff Blue Fiber Tank 2000 Ltr Made by Supertuff Motor & Pump 1/2 HP Pedora UV Lamp Complete 33" Ethlentic USA TDS Meter SKID / Iron Frame 6x4</p>				
Total					



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R.
 (+) Open Rate Rs. _____ for complete work / job

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

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement—) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **PROVIDING / INSTALLATION OF FILTER PLANT WITH RO SYSTEM WITH 3000 GPD CAPACITY WITH ROOM @ BAGH-E-HAYAT ALI SHAH SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

PROVIDING DRAINS AT HAMZO SOLANGI MUHALLA
ISLAM COLONY U.C NO. 17 SMC

PC Cost:-

Rs. 0.300 (M)

Bid Security:-

Rs.15,000/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING DRAINS AT HAMZO SOLANGI MUHALLA ISLAM COLONY
U.C NO. 17 SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.3,00,000/=
- (b) Amount of Bid Security:- Rs: 15,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.


(B) Secured Advance against materials brought at site.

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation

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SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 6

Estimated Cost: 0.30 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 15,000.00 or 5%

Name of Work:

PROVIDING DRAINS AT HAMZO SOLANGI MUHALLA ISLAM COLONY U.C NO. 17 SMC

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	230.6	3327.50	P%Cft	7,673.00
2	Excavation in Foundation of Building Bridges and other Structures including Dagbelling, Dressing, Refillings around Structure with Excavated Earth Watering and Ramming lead upto 5 ft (CSI No. 18, P-No. 04)	378.1	3176.25	P%oCft	1,201.00
3	Supplying and Filling sand under floor & plugging in wall	675.0	1141.25	P%Cft	7,703.00
4	Extra 3 miles Lead	675.0	579.14	P%Cft	3,909.00
5	Cement concrete brick or stone ballast 1 1/2" to 2" gauge.	307.5	10770.93	P%Cft	33,121.00
6	Cement Concrete Plain including Placing, Compacting, Finishing and Curing etc complete (including, Screening and Wahsing at Stone Aggregate without Shuttering. (CSI No. 5, P-No. 16) 1:4:8	405.9	11288.75	P% Cft	45,821.00
7	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd-Class) (CSI 19 (ii) P-No. 18).	1076.25	3127.41	P% Sft	33,659.00
8	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	768.75	14429.25	P% Cft	110,925.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
8	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.), (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects, (I) Ratio (1:2:4) 90 Lbs. cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge. (CSI No. 6 (a) P-No. 17).	6.93	337.00	P.Cft	2,335.00
9	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars(CSI No. 8 (b) Page No. 17)	0.25	5001.70	P.Cwt	1,238.00
Total					247,586.00


Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R _____
(+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.

(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement—) made on the _____ day of _____ 200 _____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **PROVIDING DRAINS AT HAMZO SOLANGI MUHALLA ISLAM COLONY U.C NO. 17 SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK: REPAIR AND RE-CONSTRUCTION OF SURFACE
DRAINS AND CROSSES IN U.C NO. 10 SHAMSHABAD
SMC

PC Cost:- Rs. 0.400 (M)

Bid Security:- Rs.20,000/- or 5%

Tender Cost: - Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- **REPAIR AND RE-CONSTRUCTION OF SURFACE DRAINS AND CROSSES IN U.C NO. 10 SHAMSHABAD SM**

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.4,00,000/=
- (b) Amount of Bid Security:- Rs: 20,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

Contractor



Executive Engineer

Sukkur Municipal Corporation

Office of the Executive Engineer
Sukkur Municipal Corporation
Sukkur, Sindh



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 7

Estimated Cost: 0.40 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 20,000.00 or 5%

Name of Work:

REPAIR AND RE-CONSTRUCTION OF SURFACE DRAINS AND CROSSES IN U.C NO. 10 SHAMSHABAD SMC

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling cement concrete reinforced separating reinfor cement from concrete cleaning and straighening the same. (CSI No # 20 P-10)	207.0	5445.00	P% Cft	11,271.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	529.25	3327.50	P%Cft	17,611.00
3	Excavation in Foundation of Building Bridges and other Structures including Dagbelling, Dressing, Refillings around Structure with Excavated Earth Watering and Ramming lead upto 5 ft (CSI No. 18, P-No. 04)	1095.0	3176.25	P%oCft	3,478.00
4	Cement Concrete Plain including Placing, Compacting, Finishing and Curing etc complete (including, Screening and Wahsing at Stone Aggregate without Shuttering. (CSI No. 5, P-No. 16)	361.35	11288.75	P% Cft	40,792.00
5	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd-Class) (CSI 19 (ii) P-No. 18).	1779.38	3127.41	P% Sft	55,649.00
6	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	980.94	14429.25	P% Cft	141,542.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
7	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.), (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects, (I) Ratio (1:2:4) 90 Lbs. cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge. (CSI No. 6 (a) P-No. 17).	52.50	337.00	P.Cft	17,693.00
8	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars(CSI No. 8 (b) Page No. 17)	2.11	5001.70	P.Cwt	10,550.00
Total					298,585.00



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
 (+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ___ day of _____ 200 ___ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **REPAIR AND RE-CONSTRUCTION OF SURFACE DRAINS AND CROSSES IN U.C NO. 10 SHAMSHABAD SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**REPLACEMENT AND EXTENTION OF WATER SUPPLY
LINE IN U.C NO. 14 SHAH LATIF & SHAIKH MUHALLA
UNION COMMITTEE NO. 2 SUKKUR MUNICIPAL
CORPORATION**

PC Cost:-

Rs. 0.800 (M)

Bid Security:-

Rs.40,000/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).


(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- REPLACEMENT AND EXTENTION OF WATER SUPPLY LINE IN U.C NO. 14 SHAH LATIF & SHAIKH MUHALLA UNION COMMITTEE NO. 2 SUKKUR MUNICIPAL CORPORATION

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.
Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.
Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.8,00,000/=
- (b) Amount of Bid Security:- Rs: 40,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation
Sukkur

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor



Executive Engineer

Sukkur Municipal Corporation

Plot No. 1, Phase II, Sindh
Government Building, Sukkur



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 08

Estimated Cost: 0.80 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 40,000.00 or 5%

Name of Work:

**REPLACEMENT AND EXTENTION OF WATER SUPPLY LINE IN
U.C NO. 14 SHAH LATIF & SHAIKH MUHALLA UNION
COMMITTEE NO. 2 SUKKUR MUNICIPAL CORPORATION**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling and removing road metalling. (CSI No # 51 P-13)	2545.0	605.00	P% Cft	15,397.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	1272.50	3327.50	P%Cft	42,342.00
3	Excavation for pipe line in trenches, and pits in sandy or disintegrated rock by hammering and chieslling where blasting is not practicable or prohibited i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). (PHSI No # 8, P-62)	5726.25	10770.00	P%oCft	61,672.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
4	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m)(PHSI No # 5, P-61)	17178.75	4650.00	P%oCft	79,881.00
5	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 75 mm (3" Outer Dia)PN-8	1900.00	109.00	P.Rft	207,100.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 110 mm (4" Outer Dia)PN-8	400.00	224.00	P.Rft	89,600.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 160 mm (6" Outer Dia)PN-8	245.00	440.00	P.Rft	107,800.00
7	Specials for Fitting				
	L- Bow 45 Degree, 3"	2	894.00	Each	1,788.00
	L- Bow 45 Degree, 4"	1	1324.00	Each	1,324.00
	L- Bow 45 Degree, 6"	1	2784.00	Each	2,784.00
	L- Bow 90 Degree, 3"	2	1118.00	Each	2,236.00
	L- Bow 90 Degree, 4"	1	1655.00	Each	1,655.00
	L- Bow 90 Degree, 6"	1	3480.00	Each	3,480.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
	D-Equal Tee 3" (Outer dia). 75 x 75 x 75	2	968.00	Each	1,936.00
	D-Equal Tee 4" (Outer dia). 110x0x110	1	1375.00	Each	1,375.00
	D-Equal Tee 6" (Outer dia). 110x0x110	1	1950.00	Each	1,950.00
	Ball Joint 3" (Outer dia) 75 mm	2	568.75	Each	1,138.00
	Ball Joint 4" (Outer dia). 110 mm	1	731.25	Each	731.00
	Ball Joint 6" (Outer dia). 110 mm	1	1062.50	Each	1,063.00
	End Plug 3" (75 mm)	2	368.75	Each	738.00
	End Plug 4" (110 mm)	1	425.00	Each	425.00
	End Plug 6" (110 mm)	1	731.25	Each	731.00
8	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete. (PHSI No # 24, P-76).	22905	2760.00	P%oCft	63,218.00
9	Removal of debris from site of work upto 3 mile.	3817.5	579.41	P%oCft	22,119.00
Total					712,482.00



Executive Engineer
Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
(+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **REPLACEMENT AND EXTENTION OF WATER SUPPLY LINE IN U.C NO. 14 SHAH LATIF & SHAIKH MUHALLA UNION COMMITTEE NO. 2 SUKKUR MUNICIPAL CORPORATION** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK: **RE-CONSTRUCTION SURFACE DRAINS AND**
CROSSES IN U.C NO. 14 SHAH LATIF SMC

PC Cost:- ***Rs. 0.200 (M)***

Bid Security:- ***Rs.10,000/- or 5%***

Tender Cost: - ***Rs. 500/-***

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- RE-CONSTRUCTION SURFACE DRAINS AND CROSSES IN U.C NO. 14
SHAH LATIF SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.2,00,000/=
- (b) Amount of Bid Security:- Rs: 10,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the
Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be 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.

Contractor


Executive Engineer
Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 09

Estimated Cost: 0.20 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 10,000.00 or 5%

Name of Work:

RE-CONSTRUCTION SURFACE DRAINS AND CROSSES IN U.C NO. 14 SHAH LATIF SMC

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling cement concrete reinforced separating reinfor cement from concrete cleaning and straighening the same. (CSI No # 20 P-10)	24.00	5445.00	P% Cft	1,307.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	368.75	3327.50	P%Cft	12,270.00
3	Excavation in Foundation of Building Bridges and other Structures including Dagbelling, Dressing, Refillings around Structure with Excavated Earth Watering and Ramming lead upto 5 ft (CSI No. 18, P-No. 04)	885.0	3176.25	P%oCft	2,811.00
4	Cement Concrete Plain including Placing, Compacting, Finishing and Curing etc complete (including, Screening and Wahsing at Stone Aggregate without Shuttering. (CSI No. 5, P-No. 16)	292.05	11288.75	P% Cft	32,969.00
5	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd-Class) (CSI 19 (ii) P-No. 18).	885.00	3127.41	P% Sft	27,678.00
6	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	442.50	14429.25	P% Cft	63,849.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
7	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.), (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects, (l) Ratio (1:2:4) 90 Lbs. cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge. (CSI No. 6 (a) P-No. 17).	12.00	337.00	P.Cft	4,044.00
8	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars(CSI No. 8 (b) Page No. 17)	0.48	5001.70	P.Cwt	2,412.00
Total					147,339.00



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
 (+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<i>In Figure</i>	<i>In Words</i>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.

(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the _____ day of _____ 200 _____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **RE-CONSTGRUCTION SURFACE DRAINS AND CROSSES IN U.C NO. 14 SHAH LATIF SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**PROVIDING AND LAYING WATER SUPPLY LINE IN
UNION COMMITTEE NO. 15 OLD SUKKUR**

PC Cost:-

Rs. 0.350 (M)

Bid Security:-

Rs. 17,500/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING AND LAYING WATER SUPPLY LINE IN UNION COMMITTEE NO. 15 OLD SUKKUR

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : **Executive Engineer, PWD Branch, Sukkur Municipal Corporation.**

Ph: **071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com**

- (a) Estimated Cost:- Rs.3,50,000/=
- (b) Amount of Bid Security:- Rs: 17,500/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part. as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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


Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation
Sukkur



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 10

Estimated Cost: 0.35 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 17,500.00 or 5%

Name of Work:

**PROVIDING AND LAYING WATER SUPPLY LINE IN UNION
COMMITTEE NO. 15 OLD SUKKUR**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling and removing road metalling. (CSI No # 51 P-13)	950.0	605.00	P% Cft	5,748.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	475.00	3327.50	P%Cft	15,806.00
3	Excavation for pipe line in trenches, and pits in sandy or disintegrated rock by hammering and chieslling where blasting is not practicable or prohibited i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). (PHSI No # 8, P-62)	2137.50	10770.00	P%oCft	23,021.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
4	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m)(PHSI No # 5, P-61)	6412.50	4650.00	P%oCft	29,818.00
5	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 75 mm (3" Outer Dia)PN-8	600.00	109.00	P.Rft	65,400.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 110 mm (4" Outer Dia)PN-8	200.00	224.00	P.Rft	44,800.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 160 mm (6" Outer Dia)PN-8	150.00	440.00	P.Rft	66,000.00
7	Specials for Fitting				
	L- Bow 45 Degree, 3"	4	894.00	Each	3,576.00
	L- Bow 45 Degree, 4"	2	1324.00	Each	2,648.00
	L- Bow 45 Degree, 6"	2	2784.00	Each	5,568.00
	L- Bow 90 Degree, 3"	2	1118.00	Each	2,236.00
	L- Bow 90 Degree, 4"	1	1655.00	Each	1,655.00
	L- Bow 90 Degree, 6"	1	3480.00	Each	3,480.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
	D-Equal Tee 3" (Outer dia). 75 x 75 x 75	2	968.00	Each	1,936.00
	D-Equal Tee 4" (Outer dia). 110x0x110	1	1375.00	Each	1,375.00
	D-Equal Tee 6" (Outer dia). 110x0x110	1	1950.00	Each	1,950.00
	Ball Joint 3" (Outer dia) 75 mm	2	568.75	Each	1,138.00
	Ball Joint 4" (Outer dia). 110 mm	1	731.25	Each	731.00
	Ball Joint 6" (Outer dia). 110 mm	1	1062.50	Each	1,063.00
	End Plug 3" (75 mm)	2	368.75	Each	738.00
	End Plug 4" (110 mm)	1	425.00	Each	425.00
	End Plug 6" (110 mm)	1	731.25	Each	731.00
8	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete. (PHSI No # 24, P-76).	8550	2760.00	P%oCft	23,598.00
9	Removal of debris from site of work upto 3 mile.	1425	579.41	P%Cft	8,257.00
Total					311,696.00



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
 (+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **PROVIDING AND LAYING WATER SUPPLY LINE IN UNION COMMITTEE NO. 15 OLD SUKKUR** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

REHABILITATION OF SURFACE DRAINS IN UNION
COMMITTEE NO. 15 OLD SUKKUR

PC Cost:-

Rs. 0.200 (M)

Bid Security:-

Rs. 10,000/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a) Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- PROVIDING AND LAYING WATER SUPPLY LINE IN UNION COMMITTEE NO. 15 OLD SUKKUR


Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.2,00,000/=
- (b) Amount of Bid Security:- Rs: 10,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be 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.

Contractor


Executive Engineer
Sukkur Municipal Corporation





SUKKUR MUNICIPAL CORPORATION


SCHEDULE OF QUANTITIES WORK NO. 11

Estimated Cost: 0.20 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 10,000.00 or 5%

Name of Work: **REHABILITATION OF SURFACE DRAINS IN UNION COMMITTEE NO. 15 OLD SUKKUR**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	387.50	3327.50	P%Cft	12,894.00
2	Excavation in Foundation of Building Bridges and other Structures including Dagbelling, Dressing, Refillings around Structure with Excavated Earth Watering and Ramming lead upto 5 ft (CSI No. 18, P-No. 04)	930.0	3176.25	P%oCft	2,954.00
3	Cement Concrete Plain including Placing, Compacting, Finishing and Curing etc complete (including, Screening and Wahsing at Stone Aggregate without Shuttering. (CSI No. 5, P-No. 16)	306.90	11288.75	P% Cft	34,645.00
4	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd-Class) (CSI 19 (ii) P-No. 18)	930.00	3127.41	P% Sft	29,085.00
5	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	465.00	14429.25	P% Cft	67,096.00
Total					146,674.00


Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R

(+) Open Rate Rs. _____ for complete work / job

The total amount is Rs. _____ Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

CONSTRUCTION OF SURFACE DRAIN AND CROSSES
IN UC NO. 18 PIR MURAD SHAH SMC

PC Cost:-

Rs. 0.400 (M)

Bid Security:-

Rs. 20,000/- or 5%

Tender Cost: -

Rs. 500/-

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- CONSTRUCTION OF SURFACE DRAIN AND CROSSES IN UC NO. 18 PIR MURAD SHAH SMC

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.4,00,000/=
- (b) Amount of Bid Security:- Rs: 20,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)



Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor



Executive Engineer

Sukkur Municipal Corporation

(Faint, illegible text)



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 12

Estimated Cost: 0.40 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 20,000.00 or 5%

Name of Work:

CONSTRUCTION OF SURFACE DRAIN AND CROSSES IN UC NO. 18 PIR MURAD SHAH SMC

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling cement concrete reinforced separating reinfor cement from concrete cleaning and straightening the same. (CSI No # 20 P-10)	159.01	5445.00	P% Cft	8,658.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	550.00	3327.50	P%Cft	18,301.00
3	Excavation in Foundation of Building Bridges and other Structures including Dagbelling, Dressing, Refillings around Structure with Excavated Earth Watering and Ramming lead upto 5 ft (CSI No. 18, P-No. 04)	1980.0	3176.25	P%oCft	6,289.00
4	Cement Concrete Plain including Placing, Compacting, Finishing and Curing etc complete (including, Screening and Wahsing at Stone Aggregate without Shuttering. (CSI No. 5, P-No. 16)	435.60	11288.75	P% Cft	49,174.00
5	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd-Class) (CSI 19 (ii) P-No. 18).	2145.00	3127.41	P% Sft	67,083.00
6	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	921.25	14429.25	P% Cft	132,929.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
7	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.), (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects, (I) Ratio (1:2:4) 90 Lbs. cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge. (CSI No. 6 (a) P-No. 17).	32.00	337.00	P.Cft	10,784.00
8	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fatening including cost of binding wire (also includes removal of rust (b) using Tor bars(CSI No. 8 (b) Page No. 17)	1.29	5001.70	P.Cwt	6,431.00
Total					299,649.00



Executive Engineer
Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
(+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **CONSTRUCTION OF SURFACE DRAIN AND CROSSES IN UC NO. 18 PIR MURAD SHAH SMC** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**REHABILITATION OF WATER SUPPLY LINE MICRO
COLONY PIR MURAD SHAH COLONY UPTO WATER TANK
YOUSIF BUGTI**

PC Cost:-

Rs. 0.500 (M)

Bid Security:-

Rs. 25,000/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- REHABILITATION OF WATER SUPPLY LINE MICRO COLONY PIR MURAD SHAH COLONY UPTO WATER TANK YOUSIF BUGTI

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.5,00,000/=
- (b) Amount of Bid Security:- Rs: 25,000/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay. but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 13

Estimated Cost: 0.50 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 25,000.00 or 5%

Name of Work:

**REHABILITATION OF WATER SUPPLY LINE MICRO COLONY PIR
MURAD SHAH COLONY UPTO WATER TANK YOUSIF BUGTI**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling and removing road metalling. (CSI No # 51 P-13)	1590.0	605.00	P% Cft	9,620.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	795.00	3327.50	P%Cft	26,454.00
3	Excavation for pipe line in trenches, and pits in sandy or disintegrated rock by hammering and chisling where blasting is not practicable or prohibited i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). (PHSI No # 8, P-62)	3577.50	10770.00	P%oCft	38,530.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
4	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m)(PHSI No # 5, P-61)	10732.50	4650.00	P%oCft	49,906.00
5	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 75 mm (3" Outer Dia)PN-8	1240.00	109.00	P.Rft	135,160.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 110 mm (4" Outer Dia)PN-8	200.00	224.00	P.Rft	44,800.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 160 mm (6" Outer Dia)PN-8	150.00	440.00	P.Rft	66,000.00
7	Specials for Fitting				
	L- Bow 45 Degree, 3"	2	894.00	Each	1,788.00
	L- Bow 45 Degree, 4"	1	1324.00	Each	1,324.00
	L- Bow 45 Degree, 6"	1	2784.00	Each	2,784.00
	L- Bow 90 Degree, 3"	2	1118.00	Each	2,236.00
	L- Bow 90 Degree, 4"	1	1655.00	Each	1,655.00
	L- Bow 90 Degree, 6"	1	3480.00	Each	3,480.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
	D-Equal Tee 3" (Outer dia). 75 x 75 x 75	2	968.00	Each	1,936.00
	D-Equal Tee 4" (Outer dia). 110x0x110	1	1375.00	Each	1,375.00
	D-Equal Tee 6" (Outer dia). 110x0x110	1	1950.00	Each	1,950.00
	Ball Joint 3" (Outer dia) 75 mm	2	568.75	Each	1,138.00
	Ball Joint 4" (Outer dia). 110 mm	1	731.25	Each	731.00
	Ball Joint 6" (Outer dia). 110 mm	1	1062.50	Each	1,063.00
	End Plug 3" (75 mm)	2	368.75	Each	738.00
	End Plug 4" (110 mm)	1	425.00	Each	425.00
	End Plug 6" (110 mm)	1	731.25	Each	731.00
8	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete. (PHSI No # 24, P-76).	14310	2760.00	P%oCft	39,496.00
9	Removal of debris from site of work upto 3 mile.	2385	579.41	P%oCft	13,819.00
Total					447,136.00



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
 (+) Open Rate Rs. _____ for complete work / job

The total amount is Rs.

Rupees:

(In figure)

(In Words)

Contractor's Signature _____

Name of Firm _____

Address: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement☐) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **REHABILITATION OF WATER SUPPLY LINE MICRO COLONY PIR MURAD SHAH COLONY UPTO WATER TANK YOUSIF BUGTI** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

POVIDING LAYING WATER SUPPLY LINE BROHI MUHALLA
UC. NO. 18 SUKKUR MUNICIPAL CORPORATION

PC Cost:-

Rs. 0.995 (M)

Bid Security:-

Rs. 49,750/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- POVIDING LAYING WATER SUPPLY LINE BROHI MUHALLA UC. NO. 18
SUKKUR MUNICIPAL CORPORATION

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.9,95,000/=
- (b) Amount of Bid Security:- Rs: 49,750/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the
Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

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

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

Contractor


Executive Engineer
Sukkur Municipal Corporation



SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 14

Estimated Cost: 0.995 (M) Penalty Per Day: 0.05 of Estimated Cost

Time Limit 6 Months Earnest Money: 49,750.00 or 5%

Name of Work:

**POVIDING LAYING WATER SUPPLY LINE BROHI MUHALLA UC.
NO. 18 SUKKUR MUNICIPAL CORPORATION**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Dismantling and removing road metalling. (CSI No # 51 P-13)	3100.0	605.00	P% Cft	18,755.00
2	Dismantling cement concrete plain (Ratio 1:2:4). (CSI No # 19 (c) P-10)	1550.00	3327.50	P%Cft	51,576.00
3	Excavation for pipe line in trenches, and pits in sandy or disintegrated rock by hammering and chieslling where blasting is not practicable or prohibited i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). (PHSI No # 8, P-62)	6975.00	10770.00	P%oCft	75,121.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
4	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m)(PHSI No # 5, P-61)	20925.00	4650.00	P%oCft	97,301.00
5	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 75 mm (3" Outer Dia)PN-8	2300.00	109.00	P.Rft	250,700.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 110 mm (4" Outer Dia)PN-8	500.00	224.00	P.Rft	112,000.00
6	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PHSI No # 1, P-24) 160 mm (6" Outer Dia)PN-8	300.00	440.00	P.Rft	132,000.00
7	Specials for Fitting				
	L- Bow 45 Degree, 3"	4	894.00	Each	3,576.00
	L- Bow 45 Degree, 4"	2	1324.00	Each	2,648.00
	L- Bow 45 Degree, 6"	2	2784.00	Each	5,568.00
	L- Bow 90 Degree, 3"	4	1118.00	Each	4,472.00
	L- Bow 90 Degree, 4"	2	1655.00	Each	3,310.00
	L- Bow 90 Degree, 6"	2	3480.00	Each	6,960.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
	D-Equal Tee 3" (Outer dia). 75 x 75 x 75	4	968.00	Each	3,872.00
	D-Equal Tee 4" (Outer dia). 110x0x110	2	1375.00	Each	2,750.00
	D-Equal Tee 6" (Outer dia). 110x0x110	2	1950.00	Each	3,900.00
	Ball Joint 3" (Outer dia) 75 mm	4	568.75	Each	2,275.00
	Ball Joint 4" (Outer dia). 110 mm	2	731.25	Each	1,463.00
	Ball Joint 6" (Outer dia). 110 mm	2	1062.50	Each	2,125.00
	End Plug 3" (75 mm)	4	368.75	Each	1,475.00
	End Plug 4" (110 mm)	2	425.00	Each	850.00
	End Plug 6" (110 mm)	2	731.25	Each	1,463.00
8	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete. (PHSI No # 24, P-76).	27900	2760.00	P%oCft	77,004.00
9	Removal of debris from site of work upto 3 mile.	4650	579.41	P%Cft	26,943.00
Total					888,106.00



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R
 (+) Open Rate Rs. _____ for complete work / job

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

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **POVIDING LAYING WATER SUPPLY LINE BROHI MUHALLA UC. NO. 18 SUKKUR MUNICIPAL CORPORATION** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT



STANDARD FORM OF BIDDING DOCUMENT
FOR PROCUREMENT OF WORKS AS PER SPPRA RULES

FOR THE FINANCIAL YEAR 2017-2018

NAME OF WORK:

**REPAIR /RECONSTRUCTION OF TAXATION OFFICER
OFFICE NEAR MUNICIPAL MASJID SUKKUR MUNICIPAL
CORPORATION**

PC Cost:-

Rs. 0.426(M)

Bid Security:-

Rs. 21,300/- or 5%

Tender Cost: -

Rs. 500/-

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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency SUKKUR MUNICIPAL CORPORATION

Brief Description of Works:- REPAIR /RECONSTRUCTION OF TAXATION OFFICER OFFICE NEAR MUNICIPAL MASJID SUKKUR MUNICIPAL CORPORATION

Procuring Agency's address:-

Mr. Sharaf uddin Danwer, Executive Engineer Sukkur Municipal Corporation.

Address : Executive Engineer, PWD Branch, Sukkur Municipal Corporation.

Ph: 071-5627742, Cell: 0333-2007880, Email smc.sukkur786@gmail.com

- (a) Estimated Cost:- Rs.4,26,000/=
- (b) Amount of Bid Security:- Rs: 21,300/- or 5% of the Bid (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (c) Period of Bid Validity (days):-90 days
- (d) Security Deposit: -(including bid security) :-10%
(in % age of bid amount /estimated cost equal to 10%)
- (e) Percentage, if any, to be deducted from bills :-Income Tax 7.50% & 5% Security Deposit
- (f) Deadline for Submission of Bids along with time:- 15-05-2018 @ 01:00 P.M
- (g) Venue, Time, and Date of Bid Opening:- 15-05-2018 @ 01:30 P.M at Office of the Executive Engineer, Sukkur Municipal Corporation
- (h) Time for Completion from written order of commence:- (06) Months
- (i) Liquidity damages:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (j) Earnest Money:- Rs. _____ Vide PO / CD No. _____ Dated: _____
Bank _____
- (j) Tender Document Fee (in words and figures) Rs.500/- (Rupees Five Hundred Only)


Executive Engineer
Sukkur Municipal Corporation

Conditions of Contract

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

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

Clause –

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

Clause – 3: Termination of the Contract.

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

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be 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.

Contractor



Executive Engineer

Sukkur Municipal Corporation

Office of the Executive Engineer

Public Works Department, Sukkur





SUKKUR MUNICIPAL CORPORATION

SCHEDULE OF QUANTITIES WORK NO. 15

Estimated Cost: 0.426 (M) Penalty Per Day: 0.05 of Estimated Cost
Time Limit: 6 Months Earnest Money: 21,300.00 or 5%

Name of Work:

**REPAIR /RECONSTRUCTION OF TAXATION OFFICER OFFICE
NEAR MUNICIPAL MASJID SUKKUR MUNICIPAL
CORPORATION**

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Split Tile 1/4" thick glazed or double glazed jointed in white ceemtn and laid over 1:2 grey cement sand mortar 3/4" thick including finishing complete (Flooring and Facing) (CSI No.69 P.No.49)	497.0	21021.11	P% Cft	104,475.00
2	S/F Aluminium Channels forming linked doors or ALCOP made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) i/c locks mandles stopers etc	121.00	1450.76	P.Sft	175,542.00
3	Fall Ceiling	296.00	91.50	P.Sft	27,084.00
4	Providing and Fixing Plaster of Paris ceiling border of 8"-10" with special design etc complete	90.00	104.22	P.Sft	9,380.00
5	Providing and Fixing in position doors and windows 1st deodar wood	24.00	1245.96	P.Sft	29,903.00
6	Supplying and Fixing Iron Grils	23.00	180.50	P.Sft	4,152.00
7	Pacca Brick work in ground floor 1:6	34.00	12674.36	P%Cft	4,309.00
8	Fabrication of Heavy steel works	0.9732	4928.49	P.Cwt	4,796.00
9	2nd class tile roofing	34	7007.25	P%Sft	2,382.00
10	Cement Plaster 1/2" thick	61	2283.93	P%Sft	1,393.00
11	Dismantling C.C 1:2:4	17	3327.50	P%Cft	566.00
12	Providing Laying PVC Pipe Class C 6" dia	11	370.00	P.Rft	41.00

S. No.	Item / Description	Qty	Rate	Unit	Amount
13	Cement concrete plain including placing compacting finishing and curing complete (i/c screening and washing at stone aggregate without shuttering Ratio 1:2:4 (CSI No. 5 Page No. 16)	6	14429.25	P%Cft	866.00
Total					364,888.00

Part-B Non Schedule Item

S. No.	Item / Description	Qty	Rate	Unit	Amount
1	Providing Fixing Lamination sheet rack for computer and office record	124.0		P.Sft	
Total					



Executive Engineer

Sukkur Municipal Corporation

I / We hereby quoted Rates @ _____ % above / below the S/R _____
 (+) Open Rate Rs. _____ for complete work / job

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

Contractor's Signature _____

Name of Firm _____

Adress: _____

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
02	Part .B (item based on O/R)	Rs.	
03	Part .C (item based on A/R)	Rs.	
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT in shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 90 Calendar Days Penalty Per Day: (Max.10% of Sanctioned Cost)

Validity : 90 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I) and available Sukkur Municipal Corporation and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the ____ day of _____ 200 ____ between **Sukkur Municipal Corporation** (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, **REPAIR/RECONSTRUCTION OF TAXATION OFFICER OFFICE NEAR MUNICIPAL MASJID SUKKUR MUNICIPAL CORPORATION** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)