

MUNICIPAL COMMITTEE SEHWAN SHARIF



OFFICE OF THE CHAIRMAN
DISTRICT JAMSHORO
☎ 025-4620090~ 025-4620791~ 025-4620789

NIT No. MCS/1003

Dated: - 08/12/2025

SCHEME NO. 1

EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO
ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 3.0 MILLION)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts. Draft Bidding Document for Works up to 2.5 M Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk 2

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.



OFFICE OF THE CHAIRMAN
MUNICIPAL COMMITTEE SEHWAN SHARIF
DISTRICT JAMSHORO

☎ 025-4620090~ 025-4620791~ 025-4620789

No. MC/SI/449

Date: 22-8-2025

ORDER

With the approval of Competent Authority Procurement Committee Consisting on following composition members for undertake the development works of Municipal Committee Sehwan Sharif District Jamshoro for the year 2025-26 is hereby constituted under Section 7 & 8 of SPPRA Rules 2010.

- | | |
|---|------------------|
| 1. MR. AAMIR ALI BHUTTO CHIEF MUNICIPAL OFFICER
Municipal Committee Sehwan Sharif (BPS-18) | Chairman |
| 2. MR. AKHOND ALI RAZA QURESHI PURCHASING OFFICER,
Syed Abdul Shah Institute of Medical Science
Sehwan Sharif (BPS-17) | Ex-Member |
| 3. MR. BASHEER AHMED JATOI MUNICIPAL ENGINEER
Municipal Committee Sehwan Sharif (BPS-17) | Member |

The function and responsibilities of procurement committee shall be as under
(Section 7 of SPPRA Rule 2010)

- i. Preparing Bidding documents.
- ii. Carrying out technical as well as financial evolution of the bids.
- iii. Preparing evolution report as provided in Rules 45.
- iv. Making recommendations for the award of contract to the competent authority.
- v. Perform any other function ancillary and incidental to the above.

Chairman
Municipal Committee Sehwan Sharif.

A Copy is forward for information & necessary action to:-

- 1) The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- 2) The Regional Director, Local Government, Hyderabad Division, Hyderabad.
- 3) The Chairman Municipal Committee Sehwan Sharif, District Jamshoro.
- 4) The Chief Municipal Officer Municipal Committee Sehwan Sharif, District Jamshoro.
- 5) The Purchasing officer Syed Abdullah Shah Institute of Medical Science Sehwan Sharif.
- 6) The Municipal Engineer Municipal Committee Sehwan Sharif, District Jamshoro.
- 7) The P.S to Additional Chief Secretary, Local Government Department Government of Sindh Karachi.
- 8) The P.S to Additional Secretary (LG), LGD Karachi.
- 9) Office order file.



Chairman
Municipal Committee Sehwan Sharif.



OFFICE OF THE CHAIRMAN
MUNICIPAL COMMITTEE SEHWAN SHARIF
DISTRICT JAMSHORO

☎ 025-4620090~ 025-4620791~ 025-4620789

No. MC/S/ 268 A

Date: 23-7-2025

ORDER

As per section 31 of Sindh Public Procurement Rules, 2010 a redressed Grievances Committee, hereby constituted to redressed the complains of bidders in procurement process.

- | | | |
|----|---|-----------|
| 1) | Chief Municipal Officer Municipal Committee Sehwan Sharif. | Chairman. |
| 2) | Account Officer Municipal Committee Sehwan Sharif. | Member. |
| 3) | Senior Computer Operator Municipal Committee Sehwan Sharif. | Member. |



Chairman

Municipal Committee Sehwan Sharif.

Copy FWC's for information to:-

- 1) The Secretary Local Govt. Department Karachi.
- 2) The Secretary Finance Department Govt. of Sindh.
- 3) The Director SPPRA Govt. of Sindh.
- 4) The Director Local Govt. Department Hyd Division Hyderabad.
- 5) The Commissioner Hyderabad Division @ Hyderabad.
- 6) Master file / Notice Board.

Chairman

Municipal Committee Sehwan Sharif.





OFFICE OF THE CHAIRMAN
MUNICIPAL COMMITTEE SEHWAN SHARIF
DISTRICT JAMSHORO

☎ 025-4620791 (Mail) mcss.sindh@gmail.com

No. MC/S/ 1002

Date: 05-12-2025

To,

The Chief Municipal Officer,
Municipal Committee Sehwan Sharif.

The Municipal Engineer,
Municipal Committee Sehwan Sharif.

Subject: **ADMINISTRATIVE APPROVAL.**

Ref: Your letter No. MC/S/1001

Dated: 05-12-2025

PERMISSION FOR INVITING TENDER NOTICE FOR EXCAVATION WORK @
INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO ENHANCING
WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)

As site required to you for execution of one (01) scheme is
amounting to Rs. 3.00 (Million) pertaining to Municipal Committee Sehwan Sharif
as per rules with following conditions:-

- i. There is no salary issue.
- ii. Availability of provision in the budget of the Council.
- iii. No liability will be created under any circumstances.
- iv. Change If location of schemes, if any, would be made with the approval of Department.
- v. Monthly progress report of Development Schemes would be communicated to the Department.
- vi. Completion of all codal formalities and Rules/ Policy / Laws.
- vii. All equipments of garbage collection and sanitation are intact and in proper working.
- viii. There is no dues/liabilities on account of salary and pension.
- ix. Complete procedures for all the scheme maybe followed according to rules / law / policy of the Department



Chairman

Municipal Committee Sehwan Sharif

Copy f.w.cs to:-

- ❖ The Accounts Officer, Municipal Committee Sehwan Sharif
for information.

Chairman

Municipal Committee Sehwan Sharif





OFFICE OF THE CHAIRMAN
MUNICIPAL COMMITTEE SEHWAN SHARIF

Telephone: 025-4620791 025-4620789 & 025460090 (Mail) msehwan Sharif@gmail.com

No. MC/S/ 1003

Date: 08-12-2025

NOTICE INVITING TENDER

Municipal Committee Sehwan Sharif invites e-bids through (EPADS) on standered bidding documents from interested Contractors / firms heaving atleast three years relevants experience for the tender mention below. the interested firms shall submit their tender based on EPADS as per (Single State 1 Envelope) proucedure as per role No 46 of SPPRA Rules 2010 (Amented uptodated)

OWN SOURCE 2025-26

S No.	Name of Works	ESTIMATED COST	EARNST MONEY 2%	TENDER FEE	PERIOD
1	EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)	3000000	60000	Rs.5000/=	6 Months

TERMS & CONDITIONS

Interested bidders are required to get registered themselves on EPAD system in the link <https://sindh.eprocure.gov.pk/#/supplier/registration> for submission of electronic bids.

- (i) The bids prepared in accordance with the instruction given in the bidding document must be submitted on EPADS only by **Friday 12 December 2025 by 11:00 am**. The original documents of tender fee and bid Security @ 2% of the bid price in shape of Call Deposit/Pay order/Demand Draft/Bank Guarantee issued by any scheduled Bank of Pakistan in favour of **Municipal Committee Sehwan Sharif** must reach the Procuring agency in the sealed envelope prior to the deadline of submission of e-bids. The bids will be opened on the same day on **Dated:- 26-12-2025 at 11:30 a.m** by the Procurement Committee in presence of the bidders or their authorized representatives who wish to be present, at **Municipal Committee Office**. After completion of technical process, financial bids of technically qualified firms will be opened and will be informed in due course of time accordingly.
- (ii) Eligibility and technical evaluation criteria is included in tender documents.
- (iii) Bid Validity Period: 90 days.
- (iv) The tender fee and earnest money at the rate of 2% of bid price for each tender should be physically submitted along with respective Bid in shape of Call Deposit/Pay order/Demand Draft/ Bank Guarantee issued by any scheduled bank of Pakistan in favor of **Municipal Committee Sehwan Sharif**
- (v) Partial/Conditional/Incomplete bid proposals and/or bid proposals without earnest money shall not be considered.
- (vi) Bids must be offered on the prescribed bidding documents issued by **Municipal Committee Sehwan Sharif** from **12-12-2025 to 26-12-2025** or downloaded from SPPRA
- (vii) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of SPPRA Rules-2010 (Amended up to date).
- (viii) In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares holiday, the tender shall be submitted/opened on the next working day at the same time and venue.
- (ix) Incase of any reasons if tender are not responded on the above date the next date of opening will be date:- **09-01-2026** and the tender documents will also be available from dated:-**26-12-2025 to 09-01-2026** office time.




Chief Municipal Officer
Municipal Committee Sehwan Sharif.

Municipal Committee Sehwan Sharif

ANNUAL PROCUMBENT PLAN

(WORKS GOODS & SERVICES)

Financial year 2025-26

S No.	Name of Works	Quantity (Where Applicable)	Estimated unit cost (Where Applicable)	Estimated Total Cost	Source of funds (OWN SOURCE/Non)	Proposed Procurement method	TIMING OF PROCUREMENT		
							1st Qtr	2nd Qtr	3rd Qtr
1	EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)		3000000	3000000	OWN SOURCE 2025-26	Single stage Envelop			3.000
	TOTAL AMOUNT RS.		3000000	3000000					





OFFICE OF THE CHAIRMAN
MUNICIPAL COMMITTEE SEHWAN SHARIF

DISTRICT JAMSHORO

025-4620090~ 025-4620791~ 025-4620789

No. MC/SI/1091

Date: 05-12-2025

To,

The Chairman,
Municipal Committee Sehwan Sharif.

Subject: - **PERMISSION FOR INVITING TENDER NOTICE FOR EXAVATION WORK
WITH IN THE LIMITS MUNICIPAL COMMITTEE SEHWAN SHARIF.**

As declaration of Water Emergency by the Chairman Municipal Committee Sehwan Sharif through Letter No: MC/S/929 Dated:-11-11-2025 the proposal for Excavation Work at Municipal Committee Sehwan Sharif in comparative the order the site survey has been completed & estimate on schedule / Non-Schedule Rates

S No.	Name of Works	ESTIMATED COST
1	EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)	3000000
	Total Rs.	3000000

It is therefore, requested that permission for inviting Tender Notice for the above prayed proposed development schemes as per SPPRA rules 2010, may kindly be accorded in the larger interest of General Public of Municipal Committee Sehwan Sharif

Municipal Engineer
Municipal Committee Sehwan Sharif



Chief Municipal Officer
Municipal Committee Sehwan Sharif



OFFICE OF THE CHAIRMAN

MUNICIPAL COMMITTEE SEHWAN SHARIF

Telephone: 025-4620791 025-4620789 & 025460090 (Mail) msehwan Sharif@gmail.com

MC/S/NO: 1009

INVITATION FOR BIDS

Dated: 08-12-2025

NIT Reference No: MC/S/NO: 1003 DATED: 08-12-2025

The procuring agency, **CHIEF MUNICIPAL OFFICER MUNICIPAL OFFICE SEHWAN SHARIF** invites sealed bids from interested firm licensed by the Pakistan engineering Council in the appropriate category for the work of **EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)**

This will be completed in 90 Days

A complete set of bidding document may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of rupees **Rs.5000/= (Five thousand only)** Bidder may acquire the bidding document from the office of the Municipal Engineer Municipal Committee Sehwan Sharif.

All bids must be accompanied by a bid security in the of bid price in the 2% form of (pay order / demand) and must be delivered to Municipal Committee Sehwan Sharif bids will be opened on **26 /12 / 2025 at 11:30 AM** in the presence of bidders, representatives who choose attend at the Chief Municipal Office MC Sehwan Sharif.



Chief Municipal Officer
Municipal Committee Sehwan Sharif.

Note:

1. CHIEF MUNICIPAL OFFICER Municipal Committee Sehwan Sharif to enter the requisite information in blank spaces.
2. The bid shall be opened on 26/12/2025 at 11:30 AM after the deadline for bids.



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BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

- **Name of Procuring Agency**

MUNICIPAL COMMITTEE SEHWAN SHARIF.

Brief Description of Works: EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I).

5.1 (a) Procuring Agency's address:

MUNICIPAL COMMITTEE SEHWAN SHARIF.

(b) Engineer's address:

MUNICIPAL COMMITTEE SEHWAN SHARIF.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity:

ii. Technical capacity:

iii. Construction Capacity:

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

2% of Bid Amount.

14.1 Period of Bid Validity

90 Days.

14.4 Number of Copies of the Bid to be submitted:

One original plus two copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

MUNICIPAL COMMITTEE SEHWAN SHARIF.

15.1 Deadline for Submission of Bids

Time: 11:00 AM on 26-12-2025.

16.1 Venue, Time, and Date of Bid Opening

VENUE: OFFICE OF THE MUNICIPAL COMMITTEE SEHWAN SHARIF.

Time: 11:30 AM Date: 26-12-2025.

• **Responsiveness of Bids**

- Bid is valid till required period,
- Bid prices are firm during currency of contract/Price adjustment;
- Completion period offered is within specified limits,
- Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- Bid does not deviate from basic technical requirements and
- Bids are generally in order, etc.

*Procuring agency can adopt either of two options.

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 03 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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 and 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'S
SIGNATURE**


**Chief Municipal Officer
Municipal Committee Sehwan Sharif**

BILL OF QUANTITIES
DESCRIPTION AND RATE ITEMS BASED ON COMPOSTED SCHEDULE OF RATES

**EXCAVATION WORK @ INDUS RIVER FOR JHANGARA WATER SUPPLY SCHEME TO
 ENHANCING WATER ACCESSIBILITY, SEHWAN SHARIF.(STEP-I)**

S.No	Items	QTY:	Rate	Unit	Rs:	Amount
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IRRIGATION ITEMS

- 1 Earth work Excavation by Hydraulic Excavator Load upto 50-ft
 (a) Soft Soil (Silt ashes etc) (G.S.I No: 100 (a) Page No.85)

1 x 2400 x 15.0 x 10.00 = 360000
 360000
 360000 Cft.

@Rs. 7.92 P Cft Rs: 2851200

Total	Rs:	2851200
Add Above/Below	%	Rs:
Total	Rs:	
S.R.B 5%	Rs:	
Total	Rs:	



Chief Municipal Officer
Municipal Committee Sehwan Sharif

M/s _____ Contractor do hereby the rate at _____ % above / below

amount to be added / deducted on the basics of primium quoted is Rs. _____ / =

G. Total. Rs. _____ / =

in Words _____

_____ / =