

SN0=1 Rs=1.060 M

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.


## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GEPS Mir Hassa Chandio Taluka Sakrand (1-C/Room</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>1.060 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 21200/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit <del>10</del> %age of Bid amount/Estimated cost equal to <del>10</del> %)	Rs. <b>53,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>31,800/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<b>Tender fee Rs. 1500/-</b>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause -- 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.


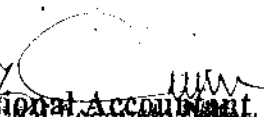
**Clause -17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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.

  
  
Regional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Name of Work:-Construction/ Addition of Class Rooms & Providing Missing Facilities & Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed Dist: S.B.A (UNDER PAK MDGs COMMUNITY DEVELOPMENT PRPGRAMME 2014-15 .**

**GBPS MIR HASSAN CHANDIO (1 C/ROOM) TALUKA SAKRAND**

**SCHEDULE - B**

S#	Description	Measurement	Quantity	Amount
1)	Excavation in foundation of building, bridges & other structures i/c daggelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)			
		1087.00 Cft @ Rs: 3176.25 %Cft =	Rs:	3,453.00
2)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)			
		560.00 Cft @ Rs: 8694.95 %Cft =	Rs:	48,692.00
3)	Pacca brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)			
		910.00 Cft @ Rs: 11948.36 %Cft =	Rs:	108,730.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)			
		492.00 Cft @ Rs: 337.00 P.Cft =	Rs:	165,804.00
5)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)			
		24.160 Cwt @ Rs: 5001.70 P/Cwt =	Rs:	120,841.00
6)	Filling, watering & ramming earth under floor with surplus earth excavated from foundation lead upto one chain & lift upto 5 feet. (S.I. No. 21 - P/04)			
		545.00 Cft @ Rs: 1512.50 %Cft =	Rs:	824.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)			
		760.00 Cft @ Rs: 3630.00 %Cft =	Rs:	2,759.00
8)	S/Filling sand under floor and plugging in walls. (S.I. No. 29, P-25)			
		208.00 Cft @ Rs: 1141.25 %Cft =	Rs:	2,374.00
9)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)			
		1010.00 Cft @ Rs: 12674.36 %Cft =	Rs:	128,011.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing (S.I No. 28 & 29 - P/92)			
	Used for Doors	18.00 Rft @ Rs: 228.90 P/Rft =	Rs:	4,120.00
	Used for Windows	71.00 Rft @ Rs: 240.50 P/Rft =	Rs:	17,076.00
11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)			
		41.00 Sft @ Rs: 180.50 P/Sft =	Rs:	7,401.00
12)	First class deodar wood wrought joinery in doors & windows etc, fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57)			
	Only Shutters	67.00 Sft @ Rs: 902.93 P/Sft =	Rs:	60,496.00

13)	P/ in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I. No. 16 - P/41)							
	2" thick	1074.00	Sft @	Rs: 3275.50	%Sft =	Rs: 35,179.00		
	3" thick	663.00	Sft @	Rs: 4411.82	%Sft =	Rs: 29,250.00		
14)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	1877.00	Sft @	Rs: 2206.60	%Sft =	Rs: 41,418.00		
15)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	1877.00	Sft @	Rs: 2197.52	%Sft =	Rs: 41,247.00		
16)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	92.00	Sft @	Rs: 3015.76	%Sft =	Rs: 2,775.00		
17)	Notice board made with cement. (S.I. No. 1 - P/94)	32.00	Sft @	Rs: 58.11	P.Sft =	Rs: 1,860.00		
18)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	635.00	Sft @	Rs: 1287.44	%Sft =	Rs: 8,175.00		
19)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	742.00	Sft @	Rs: 1887.40	%Sft =	Rs: 14,005.00		
20)	White washing 2-coats. (S.I. No. 26(b) - P/53)	662.00	Sft @	Rs: 425.84	%Sft =	Rs: 2,819.00		
21)	Colour washing 2-coats. (S.I. No. 25(b) - P/53)	727.00	Sft @	Rs: 859.90	%Sft =	Rs: 6,251.00		
22)	Priming coat of chalk under distemper. (S.I. No. 23 - P/53)	1877.00	Sft @	Rs: 442.75	%Sft =	Rs: 8,310.00		
23)	Distemping 3-coats. (S.I. No. 24© - P/53)	1877.00	Sft @	Rs: 1079.65	%Sft =	Rs: 20,265.00		
24)	Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I. No. 5©(i+ii) - P/69)	164.00	Sft @	Rs: 2116.41	%Sft =	Rs: 3,471.00		
25)	Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/55)	184.00	Rft @	Rs: 19.36	P/Rft =	Rs: 3,562.00		
26)	Extra labour rate for making grooves of 1" x 1/4" or 3/4" x 1/2" plaster surface with true edges both vertically and horizontally with uniform depth and ,with groove base smoothly finished etc.	203.00	Rft @	Rs: 7.71	P/Rft =	Rs: 1,565.00		
						<b>Total S.I</b>	<b>Rs: 890,733.00</b>	

**CONTRACTOR**

**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

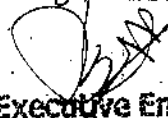
\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

S. No. 02. L. 0.080 (M)

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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


**BIDDING DOCUMENT**

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

**Tender Issued to :-**

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GPS Mir Hassan chandio U/C Mehrabpur Tali Sakrand (1 C/R)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.080</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>1600/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>8000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>2400/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee</i> <i>Rs. 500/-</i>
(o) Rate quoted by contractor _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 EDUCATION WORKS DIVISION  
 SHAHEED BENAZIRABAD



## 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.

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 be 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 bears 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.

  
Divisional Accountant  
Financial Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

## Schedule (B)

Name of Work:

Construction of / Addition of class rooms PROVIDING MISSING FACILITATION AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S *Mir Hasn choudhry* TALKA. *Sakrand* Electric Work. (I.R)

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel patti on surface as required.  
(S.1. 129 P-No. 15).  

12 Point      910/= P-Point      10920/=
- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).  

02 Points      742/= P-Point      1484/=
- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).  


20,Meter      118/= P.Mtr:      2360/=
- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor 3/4" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).  

100,Meter      341/= P.Mtr:      34100/=
- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).  

12,Nos:      54/= P.No:      648/=
- 6- Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).  

02 Nos:      80/= P.No:      160 /=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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7- Providing & Fixing Brass pendant lamp holder B ceiling  
Rose. ( S.I.No: 228, Page No: 33 ).

05,Nos: 74/= P.No: 370/=

8- Providing & Fixing Baklite ceiling Rose with two terminals B ceiling  
Rose. ( S.I.No: 288, Page No: 33 ).

03\_Nos: 72/= P.No: 216/=

9- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).

03,Nos: 916/= P.No: 2748/=

10- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).

01 No: 2456/= P.No: 2456/=

11- Providing & fixing voltmeter size 96/96 mm 500 volts as required.  
( S.I.No: 285, Page No: 41 ).

1,No: 999/= P.No: 999/=

12-Providing & Fixing Brass ceiling fan 48" ( good quality S. fan.  
( S.I.No: 234, Page No: 34 ).

03,Nos: 3185/= P.No: 9555/-

Total Rs: 66016/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART-B "Non-Schedule Items**

1. P/F Energy saver superior quality i/c fixing on existing Holder etc complete .  
09-Nos. P.No.
2. P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp  
04-Nos. P.No.
3. Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.  
03-Nos. P.No
4. Fixing of A.C ceiling fans regulator on SW Board.  
03-Nos. P.No.
5. P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof  
03-Nos P.No

Total Part (B) Rs:

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

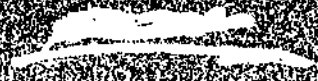
  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.



SN0 = 3 B = 1.350 M

# SPRRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT  
PROCUREMENT OF WORKS  
(For Contracts Costing up to Rs. 25 MILLION)



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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.

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




## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GPS Mehrabpur, Taluka Sakrand.</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(c) Estimated cost	<b>1.350 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>27,000/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>67500/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>40,500/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee Rs. 1500/-</i>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause -- 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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, or 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.

*Ali*  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

*D*  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad



**Name of Work:-Construction/ Addition of Class Rooms & Providing Missing Facilities & Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed Dist: S.B.A (UNDER PAK MDGs COMMUNITY DEVELOPMENT PRPGRAMME 2014-15 .**

**GBPS MEHARBPUR (1 C/ROOM) TALUKA SAKRAND**

**SCHEDULE - B**

S#	Description	Measurement	Quantity	Amount
1)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, ruffling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	1087.00 Cft @ Rs: 3176.25 %Cft =		Rs: 3,453.00
2)	C C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)	560.00 Cft @ Rs: 8694.95 %Cft =		Rs: 48,692.00
3)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	910.00 Cft @ Rs: 11948.36 %Cft =		Rs: 108,730.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	492.00 Cft @ Rs: 337.00 P.Cft =		Rs: 165,804.00
5)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	24.160 Cwt @ Rs: 5001.70 P/Cwt =		Rs: 120,841.00
6)	Filling, watering & ramming earth under floor with surplus earth excavated from foundation lead upto one chain & lift upto 5 feet. (S.I. No. 21 - P/04)	545.00 Cft @ Rs: 1512.50 %Cft =		Rs: 824.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	760.00 Cft @ Rs: 3630.00 %Cft =		Rs: 2,759.00
8)	S/F filling sand under floor and plugging in walls. (S.I. No. 29, P-25)	208.00 Cft @ Rs: 1141.25 %Cft =		Rs: 2,374.00
9)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	1010.00 Cft @ Rs: 12674.36 %Cft =		Rs: 128,011.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)	18.00 Rft @ Rs: 228.90 P/Rft =		Rs: 4,120.00
	<u>Used for Doors</u>			
	<u>Used for Windows</u>	71.00 Rft @ Rs: 240.50 P/Rft =		Rs: 17,076.00
11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coat: complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	41.00 Sft @ Rs: 180.50 P/Sft =		Rs: 7,401.00
12)	First class deodar wood wrought joinery in doors & windows etc, fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57)	67.00 Sft @ Rs: 902.93 P/Sft =		Rs: 60,496.00
	<u>Only Shutters</u>			

13)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I. No. 16 - P/41)								
	2" thick	1074.00	Sft @	Rs: 3275.50	%Sft =	Rs:	35,179.00		
	1" thick	663.00	Sft @	Rs: 4411.82	%Sft =	Rs:	29,250.00		
14)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	1877.00	Sft @	Rs: 2206.60	%Sft =	Rs:	41,418.00		
15)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	1877.00	Sft @	Rs: 2197.52	%Sft =	Rs:	41,247.00		
16)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	92.00	Sft @	Rs: 3015.76	%Sft =	Rs:	2,775.00		
17)	Notice board made with cement. (S.I. No. 1 - P/94)	32.00	Sft @	Rs: 58.11	P.Sft =	Rs:	1,860.00		
18)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	635.00	Sft @	Rs: 1287.44	%Sft =	Rs:	8,175.00		
19)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	742.00	Sft @	Rs: 1887.40	%Sft =	Rs:	14,005.00		
20)	White washing 2-coats. (S.I. No. 26(b) - P/53)	662.00	Sft @	Rs: 425.84	%Sft =	Rs:	2,819.00		
21)	Colour washing 2-coats. (S.I. No. 25(b) - P/53)	727.00	Sft @	Rs: 859.90	%Sft =	Rs:	6,251.00		
22)	Priming coat of chalk under distemper. (S.I. No. 23 - P/53)	1877.00	Sft @	Rs: 442.75	%Sft =	Rs:	8,310.00		
23)	Distemping 3-coats. (S.I. No. 24© - P/53)	1877.00	Sft @	Rs: 1079.65	%Sft =	Rs:	20,265.00		
24)	Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I. No. 5©(i+ii) - P/69)	164.00	Sft @	Rs: 2116.41	%Sft =	Rs:	3,471.00		
25)	Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer incharge. (S.I. No. 35 - P/55)	184.00	Rft @	Rs: 19.36	P/Rft =	Rs:	3,562.00		
26)	Extra labour rate for making grooves of 1" x 1/4" or 3/4" x 1/2" plaster surface with true edges both vertically and horizontally with uniform depth and ,with groove base smoothly finished etc.	203.00	Rft @	Rs: 7.71	P/Rft =	Rs:	1,565.00		
						Total S.I	Rs:	890,733.00	

**CONTRACTOR**

**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

**Name of Work:- CONSTRUCTION/ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOL OF TALUKA SAKRAND & QAZI AHMED DIST: S.B.A (UNDER PAK MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)**

**@ REHABILITATION OF GBPS MEHRABPUR, TAL: SAKRAND**

**SCHEDULE - B**

S#	Description	Measurement	Quantity	Amount
1)	Dismantling brick work or cement sand mortar (SINO: 13/Page No: 10)	333.00 Sft @ Rs: 1285.63 %Cft =		Rs: 4,281.00
2)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	36.00 Cft @ Rs: 3176.25 %0Cft =		Rs: 114.00
3)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4@ - P/14)	12.00 Cft @ Rs: 8694.95 %Cft =		Rs: 1,043.00
4)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	509.00 Cft @ Rs: 11948.36 %Cft =		Rs: 60,817.00
5)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	713.00 Cft @ Rs: 12346.65 %Cft =		Rs: 88,032.00
6)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	40.00 Cft @ Rs: 337.00 P/Cft		Rs: 13,480.00
7)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	1.964 Cwt @ Rs: 5001.70 P/Cwt		Rs: 9,823.00
8)	E.P.C 3" thick with cement sand & shingle concrete 1:2:4 i/c 2-coats of asphaltic mixture. (S.I No. 28(c) , P/18)	226.00 Sft @ Rs: 4982.18 %Sft		Rs: 11,260.00
9)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	1099.00 Sft @ Rs: 2206.60 %Sft =		Rs: 24,251.00
10)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	1099.00 Sft @ Rs: 2197.52 %Sft =		Rs: 24,151.00
11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26,	11.00 Sft @ Rs: 180.50 P/Sft =		Rs: 1,986.00
12)	Colour washing 2-coats. (S.I No. 25(b) - P/53)	1000.00 Sft @ Rs: 859.90 %Sft =		Rs: 8,599.00
13)	Painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats) (S.I No. 5(d) - P/68)			
	<b>Old Surface</b>	120.00 Sft @ Rs: 674.60 %Sft =		Rs: 810.00

P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing .cleaning and cost of wax polish etc.

6.00 Sft @ Rs: 30509.77 %Sft = Rs: 1,831.00

14) Barrow pit excavation undressed 100 feet (SINO: 3(a)/Page NO: 1)

800.0 Cft @ Rs: 2117.5 %0cft = Rs: 1694.00

15) Dressing and leveling (SINO: 11(b) /P-03)

800.0 Cft @ Rs: 187.55 %0cft = Rs: 150.00

Total S.I

= Rs: 252,322.0

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

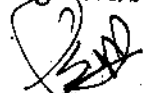
\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency



Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.



S.No. 04 A. 0.080 CM.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 25 MILLION)

*Standard Bidding Document* as 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.


## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GEPS Menrabbour</b> <b>U/C Menrabbur Tal: Sakrand</b> <b>(1 C/R &amp; Renabilitation)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.080</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 1600/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit <del>5</del> %age of Bid amount/Estimated cost equal to <del>10</del> %)	Rs. <b>4000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>2400/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<b>Tender Fee 500/-</b>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

## 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.

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 prorata basis.

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

#### **Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments:**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

#### Clause-10: Quality Control.

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

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

Clause -- 11:

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

Clause -- 12: Examination of work before covering up.

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad



## Schedule (B)

Name of Work:

Construction of / Addition of class rooms PROVIDING MISSING FACILITON AND REHABLITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S Mehroba P.W. J.C.R.R. TALKA. *Salem* Electric Work. *Rah*

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel patti on surface as required.  
(S.1. 129 P-No. 15).  

12 Point      910/= P-Point      10920/=
  
- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).  

02 Points      742/= P-Point      1484/=
  
- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).  


20,Meter      118/= P.Mtr:      2360/=
  
- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm<sup>2</sup>) copper conductor 3/4" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).  

100,Meter      341/= P.Mtr:      34100/=
  
- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).  

12,Nos:      54/= P.No:      648/=
  
- 6- Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).  

02 Nos:      80/= P.No:      160 /=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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7- Providing & Fixing Brass pendant lamp holder B ceiling  
Rose. ( S.I.No: 228, Page No: 33 ).

05,Nos: 74/= P.No: 370/=

8- Providing & Fixing Baklite ceiling Rose with two terminals B ceiling  
Rose. ( S.I.No: 288, Page No: 33 ).

03\_Nos: 72/= P.No: 216/=

9- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).

03,Nos: 916/= P.No: 2748/=

10- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).

01 No: 2456/= P.No: 2456/=

11- Providing & fixing voltmeter size 96/96 mm 500 volts as required.  
( S.I.No: 285, Page No: 41 ).

1,No: 999/= P.No: 999/=

12-Providing & Fixing Brass ceiling fan 48" ( good quality S. fan.  
( S.I.No: 234, Page No: 34 ).

03,Nos: 3185/= P.No: 9555/-

Total Rs: 66016/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART-B " Non-Schedule Items**

1. P/F Energy saver superior quality i/c fixing on existing Holder etc complete .  
09-Nos. P.No.
2. P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp  
04-Nos. P.No.
3. Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.  
03-Nos. P.No
4. Fixing of A.C ceiling fans regulator on SW Board.  
03-Nos. P.No.
5. P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof  
03-Nos P.No

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Total Part (B) Rs:

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

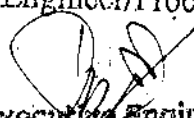
----- % above/below on the rates of CSR.

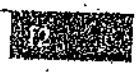
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Contractor

Executive Engineer/Procuring Agency

  
**Executive Engineer**  
**Education Works Division**  
**Shaheed Benazir Abad.**



SNO= 5 R= 0925 M

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

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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 DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.B.P.S Jhando Mari, Taluka Sakrand (Rehabilitation)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.925 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 18,500/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>46250/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>27750/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee Rs 1500/-</i>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD



### Conditions of Contract

**Clause -- 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.**

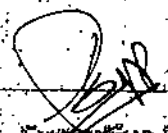
- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, 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 bears 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.



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

Clause - 11:

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

Clause - 12: Examination of work before covering up.

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
**Divisional Accountant**  
**Divisional Accounts Office**  
**(EDUCATION WORKS)**  
**Works & Services**  
**Distt: Shaheed Benazir Abad**

Contractor

Executive Engineer/Procuring Agency

  
**Executive Engineer**  
**Education Works Division**  
**Shaheed Benazir Abad**

**Name of Work:- CONSTRUCTION/ ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI AHMED DISTRICT S.B.A (UNDER MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)**

**@ REHABILITATION OF GBPS JHANDO MARI, TAL: SAKRAND**

**SCHEDULE - B**

S.#	Description	Measurement	Quantity	Amount
1)	Dismantling C.C Plain 1:3:6. (S.I No. 19(b), P/10)			
		232.00 Cft @ Rs: 1306.80 %Cft =		Rs: 3,032.00
2)	Removing cement or lime plaster. (S.I No. 53, P/13)			
		278.00 Sft @ Rs: 121.00 %Sft =		Rs: 336.00
3)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)			
		186.00 Cft @ Rs: 3176.25 %Cft =		Rs: 591.00
4)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4@ - P/14)			
		495.00 Cft @ Rs: 8694.95 %Cft =		Rs: 43,040.00
5)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)			
		126.00 Cft @ Rs: 11948.36 %Cft =		Rs: 15,055.00
6)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)			
		1770.00 Cft @ Rs: 3630.00 %Cft =		Rs: 6,425.00
7)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)			
		52.00 Cft @ Rs: 12674.36 %Cft =		Rs: 6,591.00
8)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)			
		53.00 Cft @ Rs: 12346.65 %Cft =		Rs: 6,544.00
9)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)			
		41.00 Cft @ Rs: 337.00 P/Cft =		Rs: 13,817.00
10)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)			
		2.000 Cwt @ Rs: 5001.70 P/Cwt =		Rs: 10,003.00
11)	Laying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I No. 24 - P/42)			
		32.00 Sft @ Rs: 27678.86 %Sft =		Rs: 8,857.00
12)	White glazed tile 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I No. 37 - P/44)			
		240.00 Sft @ Rs: 28253.61 %Sft =		Rs: 67,809.00
13)	C.C Plain i/c placing compacting finishing & curing complete. (i/c screening & washing of stone aggregate without shuttering.) ratio 1:3:6. (S.I No. 5(h) - P/15)			
		120.00 Cft @ Rs: 12595.00 %Cft =		Rs: 15,114.00
14)	P/F 3/8" thick marble tiles of approved quality and colour shade size 8"x4" or 6"x4" in dado skirting & facing removal/tucking of existing plaster surface etc over 1/2" thick base of cement mortar 1:3 setting mortar base i/c filling the joints & washing the tiles with white cement slurry, curing, finishing, cleaning & polishing etc complete. (S.I No. 68(i) - P/48)			
		1047.00 Sft @ Rs: 186.04 P/Sft =		Rs: 194,784.00

**CONTRACTOR**

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**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**




15)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I No. 16 - P/41)						
	<u>3" thick</u>	1485.00	Sft @	Rs: 4411.82	%Sft =		Rs: 65,516.00
	<u>2" thick</u>	1763.00	Sft @	Rs: 3275.50	%Sft =		Rs: 57,747.00
13)	Applying floating coat of cement 1/32" thick. (S.I No. 14, P/52)	278.00	Sft @	Rs: 660.00	%Sft =		Rs: 1,835.00
17)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	750.00	Sft @	Rs: 2206.60	%Sft =		Rs: 16,550.00
18)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	750.00	Sft @	Rs: 2197.52	%Sft =		Rs: 16,481.00
19)	Cement plaster 3/4" thick upto 12' height 1:4. (11(c) - P/51)	39.00	Sft @	Rs: 3015.76	%Sft =		Rs: 1,176.00
20)	Cement pointing flush upto 20 ft height. (S.I.No.17(a)P- 52)	105.00	Sft @	Rs: 1287.44	%Sft =		Rs: 1,352.00
21)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	1426.00	Sft @	Rs: 1887.40	%Sft =		Rs: 26,914.00
22)	First class deodar wood wrought joinery in doors & windows etc. fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57)	65.00	Sft @	Rs: 902.92	%Sft		Rs: 58,690.0
23)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)						
	<u>For Door</u>	17.00	Rft @	Rs: 228.90	Prft		Rs: 3,891.00
	<u>For Window</u>	24.00	Rft @	Rs: 240.50	Prft		Rs: 5,772.00
24)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	11.00	Sft @	Rs: 180.50	P/Sft =		Rs: 1,986.00
25)	White washing 2-coats. (S.I No. 26(b) - P/53)	1170.00	Sft @	Rs: 425.84	%Sft =		Rs: 4,982.00
26)	Scraping ordinary distemper, oil bound distemper or paint on wall. (S.I.No.54(b)P-13)	590.00	Sft @	Rs: 226.88	%Sft =		Rs: 1,339.00
27)	Distemping 2-coats. (S.I. No. 24(b) - P/53)	2076.00	Sft @	Rs: 1043.90	%Sft =		Rs: 21,671.00
28)	Colour washing 2-coats. (S.I No. 25(b) - P/53)	4585.00	Sft @	Rs: 859.90	%Sft =		Rs: 39,426.00
29)	Painting to doors & windows i/c edges (any type) (2-coats). (S.I No. 4(d) - P/68)						
	<u>Old Surface</u>	328.00	Sft @	Rs: 1160.06	%Sft		Rs: 3,805.00
	<u>New Surface</u>	70.00	Sft @	Rs: 2116.41	%Sft		Rs: 1,481.00
30)	Painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats) (S.I No. 5(d) - P/68)						
	<u>Old Surface</u>	120.00	Sft @	Rs: 674.60	%Sft =		Rs: 810.00
	<u>New Surface</u>	25.00	Sft @	Rs: 1270.83	%Sft =		Rs: 318.00

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

31)	M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" c/c with locking arrangement. (S.I. No. 24 - P/9)	13.00	Sft	@	Rs:	726.72	P/Sft	=	Rs:	9447.00		
32)	Barrow pit excavation undressed 100 feet (SINO: 3(a)/Page NO: 1)	1500.0	Cft	@	Rs:	2117.5	%0cft	=	Rs:	3176.00		
33)	Dressing and leveling (SINO: 11(b) /P-03)	1500.0	Cft	@	Rs:	187.55	%0cft	=	Rs:	281.00		
34)	Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)	96.00	Rft	@	Rs:	19.36	P/Rft	=	Rs:	1,859.00		
35)	P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing .cleaning and cost of wax polish etc.	106.00	Sft	@	Rs:	30509.77	%Sft	=	Rs:	32,340.00		
									Cost of S.I units	=	Rs:	770,843.0

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

**PART - 'B' (W.S & S.F)**

**SCHEDULED ITEMS**

S#	Description	Quantity	Unit	Rate	Amount
1)	P/F squatting type white glazed earthen ware w.c pan with i/c cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor pipe connections making good in c.c 1:2:4. (S.I No. 1(B-I))	02 Nos.	Each	4846.60	Rs: 9,693.00
2	P/F 6"x2" or 6"x3" C.I floor trap of approved self cleaning ..... (S.I No.20,P-06)	01 Nos.	Each	2042.43	Rs: 2,942.00
3)	P/F 4" dia C.I offsets of various lengths ..... (S.I No. 08, P-10)	01 Nos.	Each	702.00	Rs: 802.00
4)	P/F 4" dia bend of required degree i/c extra ..... (S.I No. 10, P-10)	01 Nos.	Each	599.60	Rs: 600.00
5)	P/F 4" dia plain bend of required degree ..... (S.I No. 10, P-10)	01 Nos.	Each	566.70	Rs: 567.00
6)	Providing G.I pipes & specials etc i/c fixing, cutting & fitting complete. (S.I No. 1 (ii), P-12 & S.I No. 1(i), P-14)				
	External (3/4" dia)	30 Rft	P/Rft	86.36	Rs: 2,591.00
	Internal(1/2"dia)	20 Rft	P/Rft	73.21	Rs: 1,464.00
7)	S/F long bib-cock of superior quality with c.p head 1/2" dia. (S.I No. 13(a), P-19)	02 Nos.	Each	1109.46	Rs: 2,219.00
8)	S/F Sawn type pillar cock of superior quality with c.p head 1/2" dia. (S.I No. 16(a), P-19)	02 Nos.	Each	795.00	Rs: 1,590.00
9)	P/F in position Nyloon connection complete with 1/2" dia brass stop cock ..... (S.I.No 23,P-06)	02 Nos.	Each	447.15	Rs: 894.00
10)	S/F concealed Tee- Stop cock of superior quality with c.p head 1/2" dia (S.I No.12(b) P-18)	02 Nos.	Each	889.46	Rs: 1,779.00
11)	P/F handle volves (China). (S.I No. 5(i), P-17)				
	1.2" dia	01 Nos.	Each	200.42	Rs: 200.00
	3.4" dia	01 Nos.	Each	271.92	Rs: 272.00
12)	Providing,laying UPVC pressure pipe of class B fixing in trench i/c cutting,fitting & jointing with Z joint with one rubber ring i/c with water to ahead 400ft.(S.I.No.6(E/1)P-22)	10 Rft	P/Rft	137.00	Rs: 1,370.00
13)	Eoring of tube wellin water boring soil ground level up to 100 ft or 3.5 m depth.P.H.E				
	3' dia	70 Rft	P/Rft	160.00	Rs: 11,200.00
			Total (S.I)		Rs: 38,183.00

**NON- SCHEDULED ITEMS**

1)	Poly pipe i/c fixing,cutting in fixing complete with i/c the cost of cutting trench upto required depth re-filling watering redering of surplus earth with one chain and testing to apressure head up to 200 ft.	70 rft	P.Rft	25.00	Rs: 1,750.00
2)	P/F Water Pumping Set with Diamond Motor and Pump 1 H.P 1400 PRM Single Phase 220 Volts 2" x 1 1/2" Suction and Delivery 40 ft Head i/c Base plate also making CC 1:3:6 Plate form of required Base size and Fixing with Nots & Bolts etc Complete in All Respect.(R.A)	01 Nos.	Each	18470.00	Rs: 18,470.00
3)	Providing & fixing UPVC Pipe 3/4" dia (PAK-ARAB) SCH-40 on surface by using clips/saddler/socket/reducer/bush/tee/elbow etc or recessed in masonry, C.C or R.C.C upto 20ft height & making good with C.C , including curing, finishing etc complete as per instructions of the Engineer incharge. Specifications of the material should meet the requirements of class -B in accordance with the ASTM-D-1714 type 1 grade 1. Rate includes all costs of labour, material, cartage, scaffolding/ladder etc complete.	20 rft	P.Rft	92.00	Rs: 1,840.00
	3/4' dia				Rs: 22,060.00

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 MILLION)

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

# BIDDING DOCUMENT


90

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

## Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GBPS Jhande Maril U/C Mehrabpur Taluka Sakrand (Reht)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<del>Rs. 0.100</del>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	Rs. 2000/-
(f) Period of Bid Validity	90-Days
(g) Security Deposit (5% %age of Bid amount/Estimated cost equal to 10%)	Rs. 5000/-
(h) Percentage, if any to be deducted from bills.	3% Rs. 3000/-
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	Tender fee Rs. 500/-
(o) Rate quoted by contractor  _____ above/below  scheduled items Rs. _____ &  Non-Scheduled Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

## 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.



## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 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.

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

## Schedule (B)

**Name of Work:** Construction of / Addition of class rooms PROVIDING MISSING FACILITATION AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S Jhundo Muzi Rehabilitation TALKA. Sakrand. Electric Work.

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel Patti on surface as required.  
(S.1. 129 P-No. 15).

21, Point 910/= P-Point 19110/=

- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).

04 Points 742/= P-Point 2968/=

- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).

50, Meter 118/= P.Mtr: 5900/=

- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm<sup>2</sup>) copper conductor 3/4" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).

95, Meter 341/= P.Mtr: 32395 /=

- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).

21, Nos: 54/= P.No: 1134/=

CONTRACTOR




EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD



Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
6-	Providing & Fixing two pin Samps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).	04 Nos:	80/=	P.No:	320 /=
7-	Providing & Fixing Brass pendant lamp holder B ceiling Rose. ( S.I.No: 228, Page No: 33 ).	11,Nos:	74/=	P.No:	814/=
8-	Providing & Fixing Baklite ceiling Rose with two terminals B ceiling Rose. ( S.I.No: 288, Page No: 33 ).	03 Nos:	72/=	P.No:	216/=
9-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).	04 Nos:	916/=	P.No:	3664/=
10-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).	01 Nos:	2456/=	P.No:	2456/=
11-	P/F 3.pin 5.Amps plug & socket flush type . (S.I .No ; 226-A P/-33).	01,Nos:	151/=	P.No:	151/=
12-	Providing & Fixing Brass ceiling fan 48" ( good quality S. fan. ( S.I.No: 234, Page No: 34 ).	06,Nos:	3185/=	P.No:	19110/-
				Total Rs:	88238/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
<b><u>PART-B " Non-Schedule Items</u></b>					
1.	<i>P/F Energy saver superior quality i/c fixing on existing Holder etc complete</i>	15-Nos		P.No	
2.	<i>P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp</i>	04-Nos		P.No	
3.	<i>Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.</i>	06-Nos		P.No.	
4.	<i>Fixing of A.C ceiling fans regulator on SW Board.</i>	06-Nos		P.No.	
5.	<i>P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof</i>	06-Nos.		P.No.	

Total Part (B) Rs:

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.



SNO= 07 = 2.6 M

# SEPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs 2.5 million to Rs 50 million)


## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).


### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.G.P.S Mehrampur, Taluka Sakrand (Rehabilitation)/</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>2.600 (million)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 52,000/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit <del>5</del> %age of Bid amount/Estimated cost equal to <del>10</del> %	Rs. <b>130,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>78,000/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	<i>renew fee Rs: 3100/-</i>
(n) D.R No. & Date	
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
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EDUCATION WORKS DIVISION  
S HAHEED BENAZIRABAD

**CONDITIONS OF CONTRACT**

  
**Executive Engineer**  
**Education Works Division**  
**Shaheed Benazir Abad.**



**INSTRUCTIONS TO PROCURING AGENCIES**  
(Not to be included in Bidding Documents)

**A. Basis of Documents**

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

**B. Contents of Documents**

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids

**CONTRACTOR**

- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

#### C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate. p-6
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

#### D. Instructions to Bidders

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In



case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

#### E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

#### F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

#### G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

#### H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.


**I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

**J. Drawings**

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

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## INVITATION FOR BIDS

**OFFICE OF THE EXECUTIVE ENGINEER, EDUCATION WORKS DIVISION,  
DISTRICT SHAHEED BENAZIR ABAD @ KHOJA GARDEN NAWABSHAH**

Telephone No. 0244-9370161,

E-Mail ewdsba1@hotmail.com

**NO. XEN/EWD/SBA/TC/G-55/ 385 SBA**

**DATED 01-04-2015**

**NOTICE INVITING TENDERS**

Sealed tenders are invited from the interested Persons / Supplier /Companies / Firms as per SPPRA Rules 2010 on Standard Bidding Documents (SBDs) for following works:-

**CONDITIONS**

01. The blank tender forms will be issued on receipt of applications on schedule as given below. In case of holiday or Authority is out of head quarter the submission shall be on next working day upto 12:00 Noon and will be opened at 1:00 P.M on same day.
02. All the interested Persons/Suppliers/Companies/Firms are required to submit the earnest money for amount shown against each work in the shape of Call Deposit/Pay Order from the Scheduled Bank in the name of undersigned at the time of submitting the tenders.
03. All the interested Persons/Suppliers/Companies/Firms shall not be allowed to withdraw his/their bid/bids or ask for return of bid security during the bid validity period, otherwise bid security shall be forfeited.
04. Tender forms/documents can be had from this office situated at Khoja Garden Nawabshah on payment of the cost of tender fee shown against each work in cash (Non-refundable) or can be downloaded from the authority website and tender fee will be paid in office through hand cash.
05. The Competent Authority may reject all or any tender at any time prior to the acceptance of tender/bid subject to the relevant provision of SPPRA Rules.
05. Conditional Tenders will not be entertained.
07. Contractor must be registered with "Federal Board of Revenue" as well as with "Sindh Board of Revenue" in (i) Income Tax & (ii) Sales Tax and must provide valid copy of certificate & taxes will be deducted from their bills if applicable.
08. Undertaking on stamp paper that firm is not involved in any kind of litigation, departmental rift, abandoned or unnecessary delay in completion of any work in the Govt. and as well as in private organizations".

S.No.	Place, Date & Time of Issuing Blank Tender Forms	Place, Date & time of Opening Sealed Tenders
01	Blank tender forms will be issued on receipt of applications from Office of the Executive Engineer, Education Works Division Shaheed Benazir Abad situated at Khoja Garden Nawabshah from the date of floating tenders in newspapers upto <u>22.04.2015</u> during office hours and will be received back in same office on <u>23.04.2015</u> upto 12:00 Noon.	Sealed Tenders will be Opened in the presence of Procurement Committee, Bidders or their authorized agents who may intend to present at Office Of the Executive Engineer, Education Works Division, Shaheed Benazir Abad, situated at Khoja Garden Nawabshah On <u>23.04.2015</u> at 1:00 P.m.

**Note:-** In case of un-responded works the next date of issue, received back and opening of tenders shall be 04.05.2015 and 05.05.2015 respectively.

Other Terms & Conditions will remain same.

Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Copy f.w.cs to:-**

1. The Director (Advt.) Public Relation Department, Govt. Of Sindh, Secretariat Block No. 96 Karachi, for Publication in three newspapers only viz, one Sindhi, one Urdu and one English in respective languages instead of English language only as required under Rule 17(2) of SPPRA 2010.
2. The Secretary to Government of Sindh, Education & Literacy Department, Karachi.
3. The Director (A&F), Govt. Of Sindh, Sindh Public Procurement Regulatory Authority, Planning & Development Department, Karachi
4. The Deputy Commissioner, Shaheed Benazir Abad
5. The Superintending Engineer, Works & Services Shaheed Benazir Abad for information.
6. The District Education Officer, Shaheed Benazir Abad for information.
7. The Assistant Engineer, Education Works Sub-Division Nawabshah/Sakrand/Qazi Ahmed and Assistant Engineer, District Buildings Electrical Nawabshah for information, wide publicity and submission of detailed estimated within three days.
8. Copy to Head Clerk/Draftsman/Notice Board.

Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**NOTICE INVITING TENDERS**

NO. XEN(EWD)/W&amp;SD/TC/G-55/

385

Dated


01-04-2015

Sr #	Name of work	Taluka	Cost in Million	Earnest Money	Tender fee	Time for comp: in Days
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Pak MDGs Community Development Programme 2014-15

Construction / Addition of Class Rooms & Providing Missing Facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Kazi Ahmed District Shaheed Benazirabad

1	GBPS Mir Hassan Chandio (1-R)	Sakrand	1.060	21200	1500	70
2	Electric Work	Sakrand	0.080	1600	500	70
3	GBPS Mehrabpur (1-R & Rehabilitation)	Sakrand	1.350	27000	1500	70
4	Electric Work	Sakrand	0.080	1600	500	70
5	GBPS Jhando Mari (Rehabilitation)	Sakrand	0.925	18500	1500	70
6	Electric Work	Sakrand	0.100	2000	500	70
7	GGPS Mehrabpur (Rehabilitation)	Sakrand	2.600	52000	3000	70
8	Electric Work	Sakrand	0.100	2000	500	70
9	GGPS Allahdad Jamali (1-C/R & C/Wall)	Sakrand	1.780	35600	1500	70
10	Electric Work	Sakrand	0.080	1600	500	70
11	GGPS Mari Sabki (1-R, C/Wall, Lav: Block)	Sakrand	2.000	40000	2000	70
12	Electric Work	Sakrand	0.080	1600	500	70
13	GBPS Mohalla Ghullam Nabi Magsi (C/Wall & Lav: Block)	Sakrand	0.950	19000	1500	70
14	GBPS Allah Bux Dehyo (Rehabilitation)	Sakrand	0.930	18600	1500	70
15	GGPS Zaur Colony Sakrand (C/Wall & Lav: Block)	Sakrand	0.600	12000	750	70
16	GBPS Dittal Khan Leghari (Rehabilitation)	Q.Ahmed	1.200	24000	1500	70
17	Electric Work	Q.Ahmed	0.100	2000	500	70
18	GBPS Mehram Ali Sangrah (Rehabilitation)	Q.Ahmed	2.240	44800	2000	70
19	Electric Work	Q.Ahmed	0.100	2000	500	70
20	GBPS Padd (Rehabilitation)	Q.Ahmed	1.080	21600	1500	70
21	Electric Work	Q.Ahmed	0.100	2000	500	70
22	GBPS Hashim Solangi (1-R, C/Wall & Lav: Block)	Q.Ahmed	2.000	40000	2000	70
23	Electric Work	Q.Ahmed	0.080	1600	500	70
<u>Extension of Labour Room &amp; Rehabilitation of main kitchen of Peoples Medical College Hospital Nawabshah</u>						
24	Civil Works	Nawabshah	6.700	134000	3000	70
25	Electric Work	Nawabshah	0.750	15000	1500	70

  
Executive Engineer  
Education Works Division  
Shaheed Benazirabad


**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

**Notes on the Instructions to Bidders**

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 not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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Executive Engineer  
Education North of Sindh  
Sindh Government Head

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## INSTRUCTIONS TO BIDDERS

(Note: *These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed.*)

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (iii) construction equipments;
  - (iv) qualification and experience of technical personnel and key site management;

**CONTRACT**

- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

### IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## B. BIDDING DOCUMENTS

### IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;
  - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

### IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

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of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

#### **IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by an interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

#### **IB.8 Documents Comprising the Bid**

- 8.1 The Bid submitted by the bidder shall comprise the following:
  - (a) Offer /Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
  - (d) Bid Security furnished in accordance with IB.13.
  - (e) Power of Attorney in accordance with IB 14.5.
  - (f) Documentary evidence in accordance with IB.2(c) & IB.11
  - (g) Documentary evidence in accordance with IB.12.

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

**IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

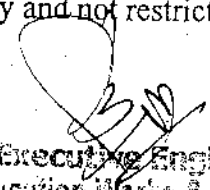
**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

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Executive Engineer  
Education Works & Services  
Sraheed Benazir Abad.

### IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

### IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

**CONTRACTOR**

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### D. SUBMISSION OF BID

##### IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

### IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

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

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A). Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

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

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities if any, but including **Day work**, where priced competitively.

#### **IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule 2(q);
- (i) --**Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) --**Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) --**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (v) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

### IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

### IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (---Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ---% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

## **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

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**Education Works & Services**  
**Shaheed Benazir Abad.**

## **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.)

Name of Procuring Agency Executive Engineer, Education Works Division,  
Shaheed Benazirabad.

Brief Description of Works Construction/Addition of Class Room & Providing Missing  
Facilities & Rehabilitation of Existing Primary Schools of Taluka  
Sakrand & Qazi Ahmed, District Shaheed Benazirabad at GGPS  
Mehrabbpur (Rehabilitation) Taluka Sakrand.

5.1 (a) Procuring Agency's address: at Khoja Garden Nawabshah.  
Telephone No. & Fax 0244-9370161.

(b) Engineer's Address Executive Engineer, Education Works Division,  
At Khoja Garden Nawabshah.  
Telephone & Fax No. 0244-9370161.

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:

(Insert required capabilities and documents)

- i. Financial capacity:
- ii. Technical capacity:
- iii. Construction Capacity:

(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:- Amount of the bid security shall be 2% (2% of Bid price in PKR.

Period of Bid Validity shall be 90 Days.

14.4 Number of Copies of the Bid to be submitted: One original plus two photo copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Office of the Executive Engineer, Education Works Division, at Khoja Garden Nawabshah.

15.1 Deadline for Submission of Bids Time: As per invitation for Bid. Date:- As per invitation for Bid.

16.1 Venue:

Office of the Executive Engineer, Education Works  
Division at Khoja Garden Nawabshah.

Date:- As per invitation for Bid.

Time:- As per invitation for Bid.

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and (vi)

Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (*Select either of them*)

- (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 12 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.

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**Executive Engineer**  
Education Works & Services  
Shaheed Benazir Abad.

**FORM OF BID  
(LETTER OF OFFER)**

Bid Reference No. \_\_\_\_\_

*(Name of Works)*

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address


Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shahedd Benazir Abad.**




## **FORM OF BID AND SCHEDULES TO BID**

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

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**Executive Engineer**  
Education Works & Services  
Shahed Benazir Abad.

SCHEDULE - A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

*\* [To be prepared by the Engineer/Procuring Agency]*

COMPARATIVE

Specialist Engineer  
City Water Works & Services  
Karachi District Board

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d'Unites (SI Units).

*(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).*

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

## SCHEDULE - A TO BID

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- \*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

### 5. Bid Prices

#### 5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

#### 5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

### 6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	<b>(A) Building Work</b>	
1.	Civil works	
2.	Internal sanitary and water supply	
3.	Electrification	
4.	External Development works	
5.	Miscellaneous Items	
	<b>(B) Road Work.</b>	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	<b>(C) Public Health Engineering Works.</b>	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).		

**Name of Work:-Construction/ Addition of Class Rooms & Providing Missing Facilities & Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed Dist: S.B.A (UNDER PAK MDGs COMMUNITY DEVELOPMENT PRPGRAMME 2014-15 .**


**GGPS MEHRABPUR (1 C/ROOM) TALUKA SAKRAND**

**SCHEDULE - B**

S#	Description	Measurement	Quantity	Amount
1)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)			
		1087.00 Cft @	Rs: 3176.25 %Cft =	Rs: 3,453.00
2)	C C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)			
		560.00 Cft @	Rs: 8694.95 %Cft =	Rs: 48,692.00
3)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)			
		910.00 Cft @	Rs: 11948.36 %Cft =	Rs: 108,730.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)			
		492.00 Cft @	Rs: 337.00 P.Cft =	Rs: 165,804.00
5)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)			
		24.160 Cwt @	Rs: 5001.70 P/Cwt =	Rs: 120,841.00
6)	Filling, watering & ramming earth under floor with surplus earth excavated from foundation lead upto one chain & lift upto 5 feet. (S.I. No. 21 - P/04)			
		545.00 Cft @	Rs: 1512.50 %Cft =	Rs: 824.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)			
		760.00 Cft @	Rs: 3630.00 %Cft =	Rs: 2,759.00
8)	S/Filling sand under floor and plugging in walls. (S.I. No. 29, P-25)			
		208.00 Cft @	Rs: 1141.25 %Cft =	Rs: 2,374.00
9)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)			
		1010.00 Cft @	Rs: 12674.36 %Cft =	Rs: 128,011.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)			
		18.00 Rft @	Rs: 228.90 P/Rft =	Rs: 4,120.00
	<u>Used for Doors</u>			
		71.00 Rft @	Rs: 240.50 P/Rft =	Rs: 17,076.00
	<u>Used for Windows</u>			
11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coat: complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)			
		41.00 Sft @	Rs: 180.50 P/Sft =	Rs: 7,401.00
12)	First class deodar wood wrought joinery in doors & windows etc, fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57)			
	<u>Only Shutters</u>			
		67.00 Sft @	Rs: 902.93 P/Sft =	Rs: 60,496.00

13)	F/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I. No. 16 - P/41)								
	2" thick	1074.00	Sft @	Rs: 3275.50	%Sft =	Rs:	35,179.00		
	3" thick	663.00	Sft @	Rs: 4411.82	%Sft =	Rs:	29,250.00		
14)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	1877.00	Sft @	Rs: 2206.60	%Sft =	Rs:	41,418.00		
15)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	1877.00	Sft @	Rs: 2197.52	%Sft =	Rs:	41,247.00		
16)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	92.00	Sft @	Rs: 3015.76	%Sft =	Rs:	2,775.00		
17)	Notice board made with cement. (S.I. No. 1 - P/94)	32.00	Sft @	Rs: 58.11	P.Sft =	Rs:	1,860.00		
18)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	635.00	Sft @	Rs: 1287.44	%Sft =	Rs:	8,175.00		
19)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	742.00	Sft @	Rs: 1887.40	%Sft =	Rs:	14,005.00		
20)	White washing 2-coats. (S.I. No. 26(b) - P/53)	662.00	Sft @	Rs: 425.84	%Sft =	Rs:	2,819.00		
21)	Colour washing 2-coats. (S.I. No. 25(b) - P/53)	727.00	Sft @	Rs: 859.90	%Sft =	Rs:	6,251.00		
22)	Priming coat of chalk under distemper. (S.I. No. 23 - P/53)	1877.00	Sft @	Rs: 442.75	%Sft =	Rs:	8,310.00		
23)	Dist-tempering 3-coats. (S.I. No. 24 - P/53)	1877.00	Sft @	Rs: 1079.65	%Sft =	Rs:	20,265.00		
24)	Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I. No. 5 - P/69)	164.00	Sft @	Rs: 2116.41	%Sft =	Rs:	3,471.00		
25)	Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/55)	184.00	Rft @	Rs: 19.36	P/Rft =	Rs:	3,562.00		
26)	Extra labour rate for making grooves of 1" x 1/4" or 3/4" x 1/2" plaster surface with true edge: both vertically and horizontally with uniform depth and ,with groove base smoothly finished etc.	203.00	Rft @	Rs: 7.71	P/Rft =	Rs:	1,565.00		
						<b>Total S.I</b>	<b>Rs:</b>	<b>890,733.00</b>	

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**



**Name of Work:- CONSTRUCTION/ ADDITION OF CLASS ROOM & MISSING FACILITIES  
& REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI  
AHMED DISTRICT S.B.A (UNDER MDGs COMMUNITY DEVELOPMENT PROGRAMME  
2014-15)**

**@ REHABILITATION OF GGPS MEHRABPUR, TAL: SAKRAND**

**SCHEDULE - B**

S#	Description	Measurement	Quantity	Amount
1)	Dismantling C.C Plain 1:3:6. (S.I No. 19(b), P/10)	210.00 Cft @	Rs: 1306.80 %Cft =	Rs: 2,744.0
2)	Removing cement or lime plaster. (S.I No. 53, P/13)	374.00 Sft @	Rs: 121.00 %Sft =	Rs: 453.0
3)	Dismantling brick work in lime or cement mortar. (S.I No. 13, P/10)	148.00 Cft @	Rs: 1285.63 %Cft =	Rs: 1,903.0
4)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	132.00 Cft @	Rs: 3176.25 %0Cft =	Rs: 419.0
5)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4@ - P/14)	721.00 Cft @	Rs: 8694.95 %Cft =	Rs: 62,691.0
6)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	748.00 Cft @	Rs: 11948.36 %Cft =	Rs: 89,374.0
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	1272.00 Cft @	Rs: 3630.00 %0Cft =	Rs: 4,617.0
8)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	57.00 Cft @	Rs: 12674.36 %Cft	Rs: 7,224.0
9)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	563.00 Cft @	Rs: 12346.65 %Cft =	Rs: 69,512.0
10)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	91.00 Cft @	Rs: 337.00 P/Cft	Rs: 30,667.0
11)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	4.469 Cwt @	Rs: 5001.70 P/Cwt	Rs: 22,353.0
12)	Lying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I No. 24 - P/42)	85.00 Sft @	Rs: 27678.86 %Sft	Rs: 23,527.0
13)	White glazed tile 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I No. 37 - P/44)	320.00 Sft @	Rs: 28253.61 %Sft =	Rs: 90,412.0
14)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I No. 16 - P/41)			
	<u>3" thick</u>	1800.00 Sft @	Rs: 4411.82 %Sft =	Rs: 79,413.0
	<u>2" thick</u>	1066.00 Sft @	Rs: 3275.50 %Sft =	Rs: 34,917.0

33)	D.P.C 3" thick with cement sand & shingle concrete 1:2:4 i/c 2-coats of asphaltic mixture. (S.I No. 28(c), P/18)	170.00	Sft	@	Rs: 4982.18	%Sft =	Rs: 8,470.0		
34)	Barrow pit excavation undressed 100 feet (SINO: 3(a)/Page NO: 1)	1575.0	Cft	@	Rs: 2117.5	%0cft =	Rs: 3335.00		
35)	Dressing and leveling (SINO: 11(b) /P-03)	1575.0	Cft	@	Rs: 187.55	%0cft =	Rs: 295.00		
36)	M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4"	18.00	Sft	@	Rs: 726.72	P/Sft =	Rs: 13081.00		
37)	P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing, cleaning and cost of wax polish etc.	194.00	Sft	@	Rs: 30509.77	%Sft =	Rs: 59,189.00		
38)	Providing & Fixing angle iron Vertical posts for barbed wire fencing of size 2"x2"x1/4" embedded in Rcc/Masonry pillars i/c Making cuts/holders @ 12" i/c fixing in pillars by chiselling and filling the with cement sand mortar, saprining & finishing the surface. (S.I.No.6 P# 94)	70.00	Rft	@	Rs: 169.18	Pft =	Rs: 11843.00		
39)	Providing & Fixing Barbed wire fencing with 12 guage 4 points @ 6" apart barbed wire i/c straightening & fixing in angle iron vertical post. (S.I.No.09 P# 95)	750.00	Rft	@	Rs: 8.38	Pft =	Rs: 6285.00		
40)	Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)	240.00	Rft	@	Rs: 19.36	P/Rft =	Rs: 4,646.00		
							Total S.f	=	Rs: 1,164,284.0

**CONTRACTOR**

**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

**PART - 'B' (W.S & S.F)**

**SCHEDULED ITEMS**

S#	Description	Quantity	Unit	Rate	Amount
1)	P/F squating type white glazed earthen ware w.c pan with i/c cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor pipe connections making good in c.c 1:2:4. (S.I No. 1(B-i))	02 Nos.	Each	4846.60	Rs: 9,693.00
2	P.F 6"x2" or 6"x3" C.I floor trap of approved self cleaning .....(S.I No.20,P-06)	01 Nos.	Each	2042.43	Rs: 2,042.00
3)	P/F 4" dia C.I offsets of various lengths ..... (S.I No. 08, P-10)	01 Nos.	Each	702.00	Rs: 702.00
4)	P/F 4" dia bend of required degree i/c extra ..... (S.I No. 10, P-10)	01 Nos.	Each	599.60	Rs: 600.00
5)	P/F 4" dia plain bend of required degree ..... (S.I No. 10, P-10)	01 Nos.	Each	566.70	Rs: 567.00
6)	Providing G.I pipes & specials etc i/c fixing, cutting & fitting complete. (S.I No. 1 (ii), P-12 & S.I No. 1(i), P-14:				
	External (3/4" dia)	30 Rft	P/Rft	86.36	Rs: 2,591.00
	Internal(1/2"dia)	20 Rft	P/Rft	73.21	Rs: 1,464.00
7)	S/F long bib-cock of superior quality with c.p head 1/2" dia. (S.I No. 13(a), P-19)	02 Nos.	Each	1109.46	Rs: 2,219.00
8)	S/F Sawn type pillar cock of superior quality with c.p head 1/2" dia. (S.I No. 16(a), P-19)	01 Nos.	Each	795.00	Rs: 795.00
9)	P/F in position Nyloon connection complete with 1/2" dia brass stop cock .....(S.I.No 23,P-06)	02 Nos.	Each	447.15	Rs: 894.00
10)	S/F concealed Tee- Stop cock of superior quality with c.p head 1/2" dia (S.I No.12(b) P-18)	02 Nos.	Each	889.46	Rs: 1,779.00
11)	P/F handle volves (China). (S.I No. 5(i), P-17)				
	1/2" dia	01 Nos.	Each	200.42	Rs: 200.00
	3/4" dia	01 Nos.	Each	271.92	Rs: 272.00
12)	Providing,laying UPVC pressure pipe of class B fixing in trench i/c cutting,fitting & jointing with Z joint with one rubber ring i/c with water to ahead 400f. (S.I.No.6(E/1)P-23)				
	1 1/4"	70.0 Rft	P/Rft	34.00	Rs: 2,380.00
	4" dia	10 Rft	P/Rft	214.00	Rs: 2,140.00
13)	Boring of tube wellin water boring soil ground level up to 100 ft or 3.5 m depth.	70 Rft	P/Rft	160.00	Rs: 11,200.00
			Total (S.I)		Rs: 39,538.00

**NON- SCHEDULED ITEMS**

	Poly pipe i/c fixing, cutting in fixing complete with i/c the cost of cutting trench upto required depth refilling watering redering of surplus earth with one chain and testing to apressure head up to 200 ft.				
	1 1/4" dia	70 rft	P.Rft	25.00	Rs: 1,750.00
1)	P/F Water Pumping Set with Diamond Motor and Pump 1 H.P 1400 PRM Single Phase 220 Volts 2" x 1 1/2" Suction and Delivery 40 ft Head i/c Base plate also making CC 1:3:6 Plate form of required Base size and Fixing with Nots & Bolts etc Complete in All Respect (R.A)	01 Nos.	Each	18470.00	Rs: 18,470.00
	Providing & fixing UPVC Pipe 3/4" dia (PAK-ARAB) SCH-40 on surface by using clips/s: ddler/socket/reducer/bush/tee/elbow etc or recessed in masonry, C.C or R.C.C upto 20ft height & making good with C.C . including curing, finishing etc complete as per instructions of the Engineer Incharge.				
	3/4" dia	20 rft	P.Rft	92.00	Rs: 1,840.00
					Rs: 22,060.00

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II. Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
<p><i>Sch &amp; B<sup>n</sup> Enclosed.</i></p>				
<p>Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates:</p>				

**CONTRACTOR**

*[Signature]*  
**Executive Engineer**  
 Education Works Division  
 Shahnad Benazir Abad.

**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

*\*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

SCHEDULE - C TO BID

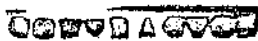
WORKS TO BE PERFORMED BY SUBCONTRACTORS\*


The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. (attach evidence)
-------------------------------------	-------------------------------------	-------------------------------------------------------------------

Note:

- \* *The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
  2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
  3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.




  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.

**SCHEDULE - D TO BID**

**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

## SCHEDULE - E TO BID

### METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

CONTRACT NO. 10/2011

  
**Executive Engineer**  
Education Works & Services  
Shaheed Benazir Abad.



(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice,

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

  
 [Procuring Agency]  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

[Contractor]

## CONDITIONS OF CONTRACT

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### CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### The Contract

- 1.1.1 —Contract means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 —Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 —Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### Persons

- 1.1.4 —Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 —Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 —Party means either the Procuring Agency or the Contractor.

##### Dates, Times and Periods

- 1.1.7 —Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 —Day means a calendar day
- 1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### Money and Payments

- 1.1.10 —Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

### **Other Definitions**

- 1.1.11 —Contractor's Equipment<sup>1</sup> means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 —Country<sup>1</sup> means the Islamic Republic of Pakistan.
- 1.1.13 —Procuring Agency's Risks<sup>1</sup> means those matters listed in Sub-Clause 6.1.
- 1.1.14 —Force Majeure<sup>1</sup> means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 —Materials<sup>1</sup> means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 —Plant<sup>1</sup> means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 —Site<sup>1</sup> means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 —Variation<sup>1</sup> means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 —Works<sup>1</sup> means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 —Engineer<sup>1</sup> means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

### **1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. **THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. **PROCURING AGENCY'S RISKS**

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of SubContractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and



- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### 7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

### 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

### 7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

## 8. TAKING-OVER

### 8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

## 8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. REMEDYING DEFECTS

### 9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

## 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

## 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

## 10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

#### 10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

### 11. CONTRACT PRICE AND PAYMENT

#### 11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

#### (b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

#### 11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

### 11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

### 11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

### 11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

### 11.6 Currency

Payment shall be in the currency stated in the Contract Data.

## 12. DEFAULT

### 12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

## 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## 14. INSURANCE

### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

### 14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## 15. RESOLUTION OF DISPUTES

### 15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

### 15.2 Notice of Dissatisfaction

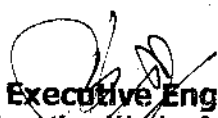
If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

### 15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

**CONTRACTOR**

  
**Executive Engineer**  
Education Works & Services  
Shaheed Benazir Abad.




16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

**CONTRACTOR**

  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.

## CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.) Sub-Clauses of Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any (To be listed by the Procuring Agency)

1.1.4 The Procuring Agency means Executive Engineer, Education Works Division, Shaheed Benazirabad.

1.1.5 The Contractor means One who participates in Bids.

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 70-Days

1.1.20 Engineer Executive Engineer, Education Works Division, Shaheed Benazirabad and Officer of the Department.

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications.

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2.1 Provision of Site:

On the Commencement Date

3.1 Authorized person:

Assistant Engineer, Sub-Engineer & Work Mistry of  
Education Works Sub-Division concerned.

3.2 Name and address of Engineer's/Procuring Agency's representative

Assistant Engineer, Sub-Engineer & Works Mistry of  
Education Works Sub-Division concerned.

4.4 Performance Security: Amount

10% of Bid price Validity upto completion of work

5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_

7.2 Programme:

Time for submission: Within fourteen (14) days\* of the Commencement Date. Form of programme:  
\_\_\_\_\_ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be \_\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects \_\_\_\_\_

1 Period for remedying defects \_\_\_\_\_

10.2 (e) Variation procedures: Day work rates \_\_\_\_\_ (details)

11.1 Terms of Payments a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:


- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in accordance with the Specifications for the Permanent Works;
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shabeed Benazir Abad.**

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 \*(a) Valuation of the Works:

- i) Lump sum price \_\_\_\_\_ (details), or
- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
- v) Cost reimbursable \_\_\_\_\_ (details)

**CONTRACTOR**

Engineer  
Education Works & Services  
Shaheed Benazir Abad.

11.3 Percentage of retention\*: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)

**Type of cover**

The Works

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

*(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).*

Workers:

Other cover\*:

*(In each case name of insured is Contractor and Procuring Agency)*

14.2 Amount to be recovered

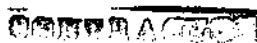
Premium plus \_\_\_\_\_ percent (\_\_\_\_%).

15.3 Arbitration\*\*

Place of Arbitration: \_\_\_\_\_

\* (Procuring Agency to specify as appropriate)

\*\* (It has to be in the Province of Sindh)



  
Sindh Public Procurement Regulatory Authority  
Sindh, Pakistan

## STANDARD FORMS

*(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).*

**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The —Procuring Agency) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,



the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Contractor) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

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be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. \_\_\_\_\_

Corporate Secretary (Seal)

2.

(Name, Title & Address)

Guarantor (Bank)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

Corporate Guarantor (Seal)

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## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ between \_\_\_\_\_ (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, viz \_\_\_\_\_ 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 witnesseth 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.

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**Shaheed Benazir Abad.**

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:

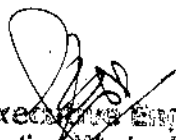
Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

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Education Works & Services  
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## MOBILIZATION ADVANCE GUARANTEE

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for

(Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_  
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

Corporate Secretary (Seal)

2.

(Name, Title & Address)


1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

Corporate Guarantor (Seal)

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Education Works & Services  
Shaheed Benazir Abad.

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).

This INDENTURE made the ... day of ... 197- " BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the ... for an advance to him of Rupees (Rs. ...) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (RS. ...) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor on ... and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Fin R. Form.17.A

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees (Rs. ...) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(I) That the said sum of Rupees (Rs. ...) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin. R. Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer ----- (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer ..... Circle whose ..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* \_\_\_\_\_ on behalf of the  
Governor of Sindh and the said \_\_\_\_\_ --have hereunto set  
their respective hands and seals the day and first above written.

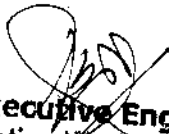
Signed, sealed and delivered by\* In  
the presence of

Seal  
1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In  
the presence of

Seal  
1st Witness 2<sup>nd</sup> witness

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**Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.**

## SPECIFICATIONS

*[Note for Preparing the Specifications]*

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

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## **\*DRAWINGS**

***\*\* (Note:** The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

S.No. 08. No. 0.170 (M)

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 MILLION)

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

## BIDDING DOCUMENT


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(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GPS Mehrabpur</b> <b>U/C Mehrabpur Tal: Sakrand</b> <b>(Rehabilitation).</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	0. 100
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	2000/-
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. 5000/-
(h) Percentage, if any to be deducted from bills.	3% Rs. 3000/-
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender Fee</i> Rs: 500/-
(o) Rate quoted by contractor  _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

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EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

## 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.

## Conditions of Contract

**Clause - 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.

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

Clause -- 11:

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

Clause -- 12: Examination of work before covering up.

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad



### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

## Schedule (B)

**Name of Work:** Construction of / Addition of class rooms PROVIDING MISSING FACILITON AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.P.S. *Medra Duv (Cant)*, TALKA. *Sakrand* Electric Work. *Rehabilitation*

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel Patti on surface as required.  
(S.1. 129 P-No. 15).

21, Point      910/= P-Point      19110/=

- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).

04 Points      742/= P-Point      2968/=

- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).

50<sub>2</sub>Meter      118/= P.Mtr:      5900/=

- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor ¾" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).

95, Meter      341/= P.Mtr:      32395 /=

- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).


21,Nos:      54/= P.No:      1134/=

**CONTRACTOR**

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
6-	Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).	04 Nos:	80/=	P.No:	320 /=
7-	Providing & Fixing Brass pendant lamp holder B ceiling Rose. ( S.I.No: 228, Page No: 33 ).	11,Nos:	74/=	P.No:	814/=
8-	Providing & Fixing Baklite ceiling Rose with two terminals B ceiling Rose. ( S.I.No: 288, Page No: 33 ).	03 Nos:	72/=	P.No:	216/=
9-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).	04 Nos:	916/=	P.No:	3664/=
10-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).	01 Nos:	2456/=	P.No:	2456/=
11-	P/F 3.pin 5.Amps plug & socket flush type . (S.I .No ; 226-A P/-33).	01,Nos:	151/=	P.No:	151/=
12-	Providing & Fixing Brass ceiling fan 48" ( good quality S. fan. ( S.I.No: 234, Page No: 34 ).	06,Nos:	3185/=	P.No:	19110/-
					Total Rs: 88238/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
<b><u>PART-B " Non-Schedule Items</u></b>					
1.	<i>P/F Energy saver superior quality i/c fixing on existing Holder etc complete</i>	15-Nos		P.No	
2.	<i>P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp</i>	04-Nos		P.No	
3.	<i>Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.</i>	06-Nos		P.No.	
4.	<i>Fixing of A.C ceiling fans regulator on SW Board.</i>	06-Nos		P.No.	
5.	<i>P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof</i>	06-Nos.		P.No.	

**Total Part (B) Rs:**

**CONTRACTOR**

  
**EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD**

**SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

**(For Contracts Costing up to Rs 2.5 MILLION)**

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.


## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.G.P.S Allah Dad Jamali (1.C/Room &amp; C/Wall, Taluka Sakrand.</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>1.780 (million)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs. 35,600/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>89,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>53,400/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<b>Tender fee Rs. 1500/-</b>
(o) Rate quoted by contractor _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD



### Conditions of Contract

**Clause -- 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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:**

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- (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.

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

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

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

**Clause-10: Quality Control.**

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

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

Clause - 11:

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

Clause - 12: Examination of work before covering up.

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

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

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

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

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

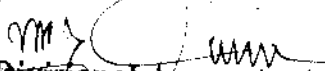
**Clause -17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

Name of Work:- CONSTRUCTION/ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI AHMED IN DIST:SBA (UNDER PAK MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)

@ GGPS Allad Dad Jamali (1-C/R & C/Wall), TAL: Sakrand Dist:SBA

SCHEDULE - B

S#	Description	Measurement	Quantity
1)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	2323.00 Cft @ Rs: 3176.25 %0Cft =	Rs: 7,378.00
2)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)	866.00 Cft @ Rs: 8694.95 %Cft =	Rs: 75,298.00
3)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	1736.00 Cft @ Rs: 11948.36 %Cft =	Rs: 207,424.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	532.00 Cft @ Rs: 337.00 P.Cft =	Rs: 179,284.00
5)	D.P.C 3" thick with cement sand & shingle concrete 1:2:4 i/c 2-coats of asphaltic mixture. (S.I No. 28(c) , P/18)	300.00 Sft @ Rs: 4982.18 %Sft =	Rs: 14,947.00
6)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	26.125 Cwt @ Rs: 5001.70 P/Cwt =	Rs: 130,669.00
6)	Filling, watering & ramming earth under floor with surplus earth excavated from foundation lead upto one chain & lift upto 5 feet. (S.I. No. 21 - P/04)	545.00 Cft @ Rs: 1512.50 %0Cft =	Rs: 824.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	760.00 Cft @ Rs: 3630.00 %0Cft =	Rs: 2,759.00
8)	S/Filling sand under floor and plugging in walls. (S.I. No. 29, P-25)	208.00 Cft @ Rs: 1141.25 %Cft =	Rs: 2,374.00
8)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	1010.00 Cft @ Rs: 12674.36 %Cft =	Rs: 128,011.00
9)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	1447.00 Cft @ Rs: 12346.65 %Cft =	Rs: 178,656.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)		
	Used for Doors	18.00 Rft @ Rs: 228.90 P/Rft =	Rs: 4,120.00
	Used for Windows	71.00 Rft @ Rs: 240.50 P/Rft =	Rs: 17,076.00

CONTRACTOR

Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.



11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	41.00 Sft @	Rs: 180.50 P/Sft =	Rs:	7,401.00
12)	First class deodar wood wrought joinery in doors & windows etc, fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57) Only Shutters	67.00 Sft @	Rs: 902.93 P/Sft =	Rs:	60,496.00
16)	M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" c/c with locking arrangement. (S.I. No. 24 - P/9)	60.00 Sft @	Rs: 726.72 P/Sft =	Rs:	43,603.00
17)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I No. 16 - P/41) 2" thick	1074.00 Sft @	Rs: 3275.50 %Sft =	Rs:	35,179.00
	3" thick	663.00 Sft @	Rs: 4411.82 %Sft =	Rs:	29,250.00
18)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	3877.00 Sft @	Rs: 2206.60 %Sft =	Rs:	85,550.00
19)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	3877.00 Sft @	Rs: 2197.52 %Sft =	Rs:	85,198.00
20)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	348.00 Sft @	Rs: 3015.76 %Sft =	Rs:	10,495.00
21)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	2435.00 Sft @	Rs: 1287.44 %Sft =	Rs:	31,349.00
22)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	717.00 Sft @	Rs: 1887.40 %Sft =	Rs:	13,533.00
23)	Barrow-pit excavation undressed lead upto 100 feet (a) ordinary soil. (S.I No. 03 - P/01)	1000.00 Cft @	Rs: 2117.50 %0Cft =	Rs:	2,118.00
24)	Earth work compaction (soft, ordinary or hard soil), lying earth in 6" layers, leveling & dressing complete. (S.I No. 13(a) - P/03)	1000.00 Cft @	Rs: 187.55 %0Cft =	Rs:	188.00
25)	P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing, cleaning and cost of wax polish etc.	84.00 Sft @	Rs: 30509.77 %Sft =	Rs:	25,628.00
26)	White washing 3-coats. (S.I No. 26(b) - P/53)	662.00 Sft @	Rs: 829.95 %Sft =	Rs:	5,494.00
27)	Colour washing 2-coats. (S.I No. 25 - P/53)	1429.00 Sft @	Rs: 859.90 %Sft =	Rs:	12,288.00
28)	Priming coat of chalk under distemper. (S.I. No. 23 - P/53)	3811.00 Sft @	Rs: 442.75 %Sft =	Rs:	16,873.00
29)	Distemping 3-coats. (S.I. No. 24@ - P/53)	1877.00 Sft @	Rs: 1079.65 %Sft =	Rs:	20,265.00

30) Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I No. 5©(i+ii) - P/69)

New Surface

164.00 Sft @ Rs: 2116.41 %Sft =

Rs: 3,471.00

31) Preparing & painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats over priming coat) (S.I No. 5(d)(i+ii) - P/69)

New surface

120.00 Sft @ Rs: 1270.83 %Sft =

Rs: 1,525.00

32) Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)

696.00 Rft @ Rs: 19.36 P/Rft =

Rs: 13,475.00

Total

= Rs: 1,452,199.00

**CONTRACTOR**

  
**Executive Engineer**  
Education Works & Services  
Shaheed Benazir Abad.

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

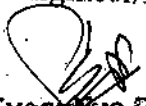
----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium; quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

S. No: (10) No. 0.080 (M)

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# BIDDING DOCUMENT


10

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

## Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GGPS Allah Dad Jamali U/C Karam ali Jamali Tal: Sakrand (1 C/R/C.wal 1)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.080</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>1600/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit ( <del>5%</del> %age of Bid amount/Estimated cost equal to <del>10%</del> )	Rs. <b>4000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>2400/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<b>Tender fee 500/-</b>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
S SHAHEED BENAZIRABAD

## 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.

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Schedule (B)**

Name of Work:

Construction of / Addition of class rooms PROVIDING MISSING FACILITION AND REHABLITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S A/Lab Dad Formali TALKA. *Salond*. Electric Work. *1.c.R & c/Wall*

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART- A "schedule Items**

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel patti on surface as required.  
(S.1. 129 P-No. 15).  
12 Point 910/= P-Point 10920/=
- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).  
02 Points 742/= P-Point 1484/=
- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).  
20,Meter 118/= P.Mtr: 2360/=
- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor 3/4" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).  
100,Meter 341/= P.Mtr: 34100/=
- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).  
12,Nos: 54/= P.No: 648/=
- 6- Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).  
02 Nos: 80/= P.No: 160/=

CONTRACTOR

*(Signature)*  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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7- Providing & Fixing Brass pendant lamp holder B ceiling  
Rose. ( S.I.No: 228, Page No: 33 ).

05,Nos: 74/= P.No: 370/=

8- Providing & Fixing Baklite ceiling Rose with two terminals B ceiling  
Rose. ( S.I.No: 288, Page No: 33 ).

03\_Nos: 72/= P.No: 216/=

9- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).

03,Nos: 916/= P.No: 2748/=

10- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).

01 No: 2456/= P.No: 2456/=

11- Providing & fixing voltmeter size 96/96 mm 500 volts as required.  
( S.I.No: 285, Page No: 41 ).

1,No: 999/= P.No: 999/=


12-Providing & Fixing Brass ceiling fan 48" ( good quality S. fan.

( S.I.No: 234, Page No: 34 ).

03,Nos: 3185/= P.No: 9555/-

Total Rs: 66016/=

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EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD



Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART-B "Non-Schedule Items"**

1. P/F Energy saver superior quality i/c fixing on existing Holder etc complete .  
09-Nos. P.No.
2. P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp  
04-Nos. P.No.
3. Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.  
03-Nos. P.No
4. Fixing of A.C ceiling fans regulator on SW Board.  
03-Nos. P.No.
5. P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof  
03-Nos P.No

Total Part (B) Rs:

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SHAHEED BENAZIRABAD

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of Item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

**BIDDING DOCUMENT**


(11)

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

**Tender Issued to :-**

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GGPS Mari Sakri Taluka Sakrand (1-C/Room, C/Wall, Lavatory Block)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>2,000 (million)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 40,000/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>100,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>60,000/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender Fee Rs: 2000/-</i>
(o) Rate quoted by contractor _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
S SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause - 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 be 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 prorata 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.

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

**Clause -- 11:**

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

**Clause -- 12: Examination of work before covering up.**

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

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

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

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

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

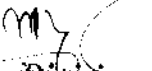
**Clause -17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

Name of Work:- CONSTRUCTION/ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI AHMED IN DIST:SBA (UNDER PAK MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)

@ GGPS MARI SABKI (1-C/R, C/Wall & Lav: Block), TAL: Sakrand Dist:SBA

SCHEDULE - B

S#	Description	Measurement	Quantity
1)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	3293.00 Cft @ Rs: 3176.25 %Cft =	Rs: 10,459.00
2)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)	950.00 Cft @ Rs: 8694.95 %Cft =	Rs: 82,602.00
3)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P.20)	2040.00 Cft @ Rs: 11948.36 %Cft =	Rs: 243,747.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	640.00 Cft @ Rs: 337.00 P.Cft =	Rs: 215,680.00
5)	D.P.C 3" thick with cement sand & shingle concrete 1:2:4 i/c 2-coats of asphaltic mixture. (S.I No. 28(c) , P/18)	365.00 Sft @ Rs: 4982.18 %Sft =	Rs: 18,185.00
6)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	31.429 Cwt @ Rs: 5001.70 P/Cwt =	Rs: 157,198.00
6)	Filling, watering & ramming earth under floor with surplus earth excavated from foundation lead upto one chain & lift upto 5 feet. (S.I. No. 21 - P/04)	545.00 Cft @ Rs: 1512.50 %Cft =	Rs: 824.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	833.00 Cft @ Rs: 3630.00 %Cft =	Rs: 3,024.00
8)	S/Filling sand under floor and plugging in walls. (S.I. No. 29, P-25)	208.00 Cft @ Rs: 1141.25 %Cft =	Rs: 2,374.00
8)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	1312.00 Cft @ Rs: 12674.36 %Cft =	Rs: 166,288.00
9)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	716.00 Cft @ Rs: 12346.65 %Cft =	Rs: 88,402.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)		
	Used for Doors	51.00 Rft @ Rs: 228.90 P/Rft =	Rs: 11,674.00
	Used for Windows	84.00 Rft @ Rs: 240.50 P/Rft =	Rs: 20,202.00

CONTRACTOR

11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	53.00	Sft	@	Rs: 180.50	P/Sft	=	Rs:	9,567.00
12)	First class deodar wood wrought joinary in doors & windows etc, fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57) Only Shutters	97.00	Sft	@	Rs: 902.93	P/Sft	=	Rs:	87,584.00
13)	C.C Plain i/c placing compacting finishing & curing complete. (i/c screening & washing of stone aggregate without shuttering.) ratio 1:3:6. (S.I No. 5(h)- P/15)	9.00	Cft	@	Rs: 12595.00	%Cft	=	Rs:	1,134.00
14)	Lying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I No. 24 - P/42)	75.00	Sft	@	Rs: 27678.86	%Sft	=	Rs:	20,759.00
15)	White glazed tile 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I No. 37 - P/44)	165.00	Sft	@	Rs: 28253.61	%Sft	=	Rs:	46,618.00
16)	M/f steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" anc 3/4" square bars 4" c/c with locking arrangement. (S.I. No. 24 - P/9)	60.00	Sft	@	Rs: 726.72	P/Sft	=	Rs:	43,603.00
17)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I No. 16 - P/41) 2" thick 3" thick	1181.00	Sft	@	Rs: 3275.50	%Sft	=	Rs:	38,684.00
18)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	663.00	Sft	@	Rs: 4411.82	%Sft	=	Rs:	29,250.00
19)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	4793.00	Sft	@	Rs: 2206.60	%Sft	=	Rs:	105,762.00
20)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	4793.00	Sft	@	Rs: 2197.52	%Sft	=	Rs:	105,327.00
21)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	393.00	Sft	@	Rs: 3015.76	%Sft	=	Rs:	11,852.00
22)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	2558.00	Sft	@	Rs: 1287.44	%Sft	=	Rs:	32,933.00
23)	Barrow-pit excavation undressed lead upto 100 feet (a) ordinary soil. (S.I No. 03 - P/01)	824.00	Sft	@	Rs: 1887.40	%Sft	=	Rs:	15,552.00
24)	Earth work compaction (soft, ordinary or hard soil), lying earth in 6" layers, leveling & dressing complete. (S.I No. 13(a) - P/03)	1000.00	Cft	@	Rs: 2117.50	%Cft	=	Rs:	2,118.00
25)	P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing, cleaning and cost of wax polish etc.	1000.00	Cft	@	Rs: 187.55	%Cft	=	Rs:	188.00
		84.00	Sft	@	Rs: 30509.77	%Sft	=	Rs:	25,628.00

**CONTRACTOR**

26)	White washing 3-coats. (S.I No. 26(b) - P/53)	762.00	Sft	@	Rs: 829.95	%Sft	=	Rs:	6,324.00
27)	Colour washing 2-coats. (S.I No. 25 - P/53)	1846.00	Sft	@	Rs: 859.90	%Sft	=	Rs:	15,874.00
28)	Priming coat of chalk under distemper. (S.I. No. 23 - P/53)	4013.00	Sft	@	Rs: 442.75	%Sft	=	Rs:	17,768.00
29)	Distemping 3-coats. (S.I. No. 24© - P/53)	2079.00	Sft	@	Rs: 1079.65	%Sft	=	Rs:	22,446.00
30)	Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I No. 5©(i+ii) - P/69)	246.00	Sft	@	Rs: 2116.41	%Sft	=	Rs:	5,206.00
	<u>New Surface</u>								
31)	Preparing & painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats over priming coat) (S.I No. 5(d)(i+ii) - P/69)	120.00	Sft	@	Rs: 1270.83	%Sft	=	Rs:	1,525.00
	<u>New surface</u>								
32)	Ex ra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)	786.00	Rft	@	Rs: 19.36	P/Rft	=	Rs:	15,217.00
<b>Total</b>								=	<b>Rs: 1,681,578.00</b>

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**



**PART - 'B' (W.S & S.F)**

**SCHEDULED ITEMS**

S#	Description	Quantity	Unit	Rate	Amount
1)	P/F squatting type white glazed earthen ware w.c pan with i/c cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor pipe connections making good in c.c 1:2:4. (S.I No. 1(B-1))	02 Nos.	Each	4846.60	Rs: 9,693.00
2)	P/F 6"x2" or 6"x3" C.I floor trap of approved self cleaning ..... (S.I No.20,P-06)	01 Nos.	Each	2042.43	Rs: 2,042.00
3)	P/F 4" dia bend of required degree i/c extra ..... (S.I No. 10, P-10)	02 Nos.	Each	599.60	Rs: 1,199.00
4)	Providing G.I pipes & specials etc i/c fixing, cutting & fitting complete. (S.I No. 1 (ii), P-12 & S.I No. 1(i), P-11)	40 Rft	P/Rft	86.36	Rs: 3,454.00
	External (3/4" dia)	25 Rft	P/Rft	73.21	Rs: 1,830.00
	Internal(1/2"dia)				
5)	S.F long bib-cock of superior quality with c.p head 1/2" dia. (S.I No. 13(a), P-19)	02 Nos.	Each	1109.46	Rs: 2,218.00
6)	P/F in position Nyloon connection complete with 1/2" dia brass stop cock .....(S.I.No 23,P-06)	02 Nos.	Each	447.15	Rs: 894.00
7)	S/F concealed Tee- Stop cock of superior quality with c.p head 1/2" dia (S.I No.12(b) P-18)	02 Nos.	Each	889.46	Rs: 1,779.00
8)	P/F handle volves (China). (S.I No. 5(i), P-17)				
	3/4" dia	01 Nos.	Each	271.92	Rs: 272.00
	1/2" dia	01 Nos.	Each	200.42	Rs: 200.00
9)	Providing,laying UPVC pressure pipe of class B fixing in trench i/c cutting,fitting & jointing with Z joint with one rubber ring i/c with water to ahead 20ft.(S.I.No.6(E/1)P-22) PHE	30 Rft	P/Rft	137.00	Rs: 4,110.00
9)	Boring of tube well in water boring soil ground level up to 100 ft or 3.5 m depth. PHE	70 Rft	P/Rft	160.00	Rs: 11,200.00
				Total (S.I)	Rs: 38,891.00

**NON- SCHEDULED ITEMS**

1)	Poly pipe i/c fixing, cutting in fixing complete with i/c the cost of cutting trench upto required depth refilling watering redering of surplus earth with one chain and testing to a pressure head up to 200 ft.	70 rft	P.Rft	25.00	Rs: 1,750.00
2)	P/F Water Pumping Set with Diamond Motor and Pump 1 H.P 1400 PRM Single Phase 220 Volts 2" x 1 1/2" Suction and Delivery 40 ft Head i/c Base plate also making CC 1:3:6 Plate form of required Base size and Fixing with Nots & Bolts etc Complete in All Respect.(R.A)	01 Nos.	Each	18470.00	Rs: 18,470.00
3)	P/F UPVC pipe PAK-ARAB make SCH-40 on surface by using clips/saddle/socket/reducer/bush/tee etc which will be paid sep. or recessed in masonry. C.C or R.C.C upto 60 feet height and making good wall C.C i/c curing finishing etc as per instructions of the Engineer Incharge. specifications of the material should meet the requirement of class 12454-3 in accordance with ASTM-D- 1784 Type 1 grade 1. Rate i/c all cost of labour material cartage scaffolding ladders etc complete. (R.A)	30 Rft	P/Rft	92.00	Rs: 2,760.00
	3/4" dia				Rs: 22,980.00

**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

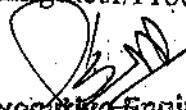
\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

(12).

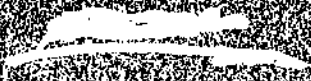
Rs. 0.080 (M)

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)



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


## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GGPS Mari Sakrand</b> <b>U/C Marvi Tal: Sakrand (1 CR, 2/wall</b> <b>&amp; Lav: block)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.080</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 1600/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit ( <del>5</del> %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>4000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>2400/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	<b>(70 Days)</b>
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	<b>Tend fee Rs. 500/-</b>
(n) D.R No. & Date	
(o) Rate quoted by contractor  _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

## 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.

## Conditions of Contract

**Clause - 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 - 8: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Material Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Schedule (B)****Name of Work:**


Construction of / Addition of class rooms PROVIDING MISSING FACILITON AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S Mari Babki I.R, L. Modir TALKA. Sakrand Electric Work. e. wall.

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART- A "schedule Items**

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel patti on surface as required.  
(S.1. 129 P-No. 15).
- 12 Point    910/=    P-Point    10920/=
- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).
- 02 Points    742/=    P-Point    1484/=
- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).
- 20,Meter    118/=    P.Mtr:    2360/=
- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor ¾" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).
- 100,Meter    341/=    P.Mtr:    34100/=
- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).
- 12,Nos:    54/=    P.No:    648/=
- 6- Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).
- 02 Nos:    80/=    P.No:    160 /=

**CONTRACTOR**

  
 EXECUTIVE ENGINEER  
 EDUCATION WORKS DIVISION  
 SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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7- Providing & Fixing Brass pendant lamp holder B ceiling  
Rose. ( S.I.No: 228, Page No: 33 ).

05,Nos: 74/= P.No: 370/=

8- Providing & Fixing Baklite ceiling Rose with two terminals B ceiling  
Rose. ( S.I.No: 288, Page No: 33 ).

03\_Nos: 72/= P.No: 216/=

9- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).

03,Nos: 916/= P.No: 2748/=

10- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).

01 No: 2456/= P.No: 2456/=

11- Providing & fixing voltmeter size 96/96 mm 500 volts as required.  
( S.I.No: 285, Page No: 41 ).

1No: 999/= P.No: 999/=

12-Providing & Fixing Brass ceiling fan 48" ( good quality S. fan.  
( S.I.No: 234, Page No: 34 ).

03,Nos: 3185/= P.No: 9555/-

Total Rs: 66016/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART-B "Non-Schedule Items**

1. *P/F Energy saver superior quality i/c fixing on existing Holder etc complete .*

09-Nos. P.No.
2. *P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp*

04-Nos. P.No.
3. *Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.*

03-Nos. P.No
4. *Fixing of A.C ceiling fans regulator on SW Board.*

03-Nos. P.No.
5. *P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof*

03-Nos P.No

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Total Part (B) Rs:

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SHAHEED BENAZIRABAD



### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

SNO=13 R=0.950M

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to RS 1.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

**BIDDING DOCUMENT**


(13)

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

**Tender Issued to :-**

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GBPS</b> <b>Muhalla Ghulam Nabi Magori, C/Wall &amp; Lava Block), Taluka SAKRAND</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.950 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 19,000/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>47,500/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>28,500/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee Rs: 1500/-</i>
(o) Rate quoted by contractor _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 EDUCATION WORKS DIVISION  
 SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.

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- (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

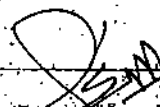


work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (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.



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

**Clause - 11:**

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

**Clause - 12: Examination of work before covering up.**

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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

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

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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad


Name of Work:- CONSTRUCTION/ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI AHMED IN DIST:SBA (UNDER PAK MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)

@ GBPS Mohalla Ghullam Nabi Magsi (C/Wall & Lav: Block), TAL: Sakrand Dist:SBA

SCHEDULE - B

S#	Description	Measurement	Quantity
1)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	1488.00 Cft @ Rs: 3176.25 %0Cft =	Rs: 4,726.00
2)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4@ - P/14)	334.00 Cft @ Rs: 8694.95 %Cft =	Rs: 29,041.00
3)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	924.00 Cft @ Rs: 11948.36 %Cft =	Rs: 110,403.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	180.00 Cft @ Rs: 337.00 P.Cft =	Rs: 60,660.00
5)	D.P.C 3" thick with cement sand & shingle concrete 1:2:4 i/c 2-coats of asphaltic mixture (S.I No. 28(c) , P/18)	300.00 Sft @ Rs: 4982.18 %Sft =	Rs: 14,950.00
6)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	8.000 Cwt @ Rs: 5001.70 P/Cwt =	Rs: 40,014.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	59.00 Cft @ Rs: 3630.00 %0Cft =	Rs: 214.00
8)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	302.00 Cft @ Rs: 12674.36 %Cft =	Rs: 38,277.00
9)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	1072.00 Cft @ Rs: 12346.65 %Cft =	Rs: 132,356.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)		
	Used for Doors	33.00 Rft @ Rs: 228.90 P/Rft =	Rs: 7,554.00
	Used for Windows	13.00 Rft @ Rs: 240.50 P/Rft =	Rs: 3,127.00

11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	6.00 Sft @	Rs: 180.50 P/Sft =	Rs:	1,083.00
12)	First class deodar wood wrought joinary in doors & windows etc, fixed in position i/c chawkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57) <u>Only Shutters</u>	30.00 Sft @	Rs: 902.93 P/Sft =	Rs:	27,088.00
13)	C.C Flain i/c placing compacting finishing & curring complete. (i/c screening & washing of stone aggregate without shuttering.) ratio 1:3:6. (S.I No. 5(h)- P/15)	9.00 Cft @	Rs: 12595.00 %Cft =	Rs:	1,134.00
14)	Lying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I No. 24 - P/42)	75.00 Sft @	Rs: 27678.86 %Sft =	Rs:	20,759.00
15)	White glazed tile 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I No. 37 - P/44)	93.00 Sft @	Rs: 28253.61 %Sft =	Rs:	26,276.00
16)	M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" c/c with locking arrangement. (S.I. No. 24 - P/9)	60.00 Sft @	Rs: 726.72 P/Sft =	Rs:	43,603.00
17)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels (S.I No. 16 - P/41) <u>2" thick</u>	107.00 Sft @	Rs: 3275.50 %Sft =	Rs:	3,505.00
	<u>3" thick</u>	150.00 Sft @	Rs: 4411.82 %Sft =	Rs:	6,618.00
18)	Cement plaster 1/2" thick upto 12' height 1:6 (13(b) - P/51)	2416.00 Sft @	Rs: 2206.60 %Sft =	Rs:	53,311.00
19)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	2416.00 Sft @	Rs: 2197.52 %Sft =	Rs:	53,092.00
20)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	240.00 Sft @	Rs: 3015.76 %Sft =	Rs:	7,238.00
21)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	1473.00 Sft @	Rs: 1287.44 %Sft =	Rs:	18,964.00
22)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	107.00 Sft @	Rs: 1887.40 %Sft =	Rs:	2,020.00
23)	Barrow-bit excavation undressed lead upto 100 feet (a) ordinary soil. (S.I No. 03 - P/01)	1500.00 Cft @	Rs: 2117.50 %0Cft =	Rs:	3,176.00
24)	Earth work compaction (soft, ordinary or hard soil), lying earth in 6" layers, leveling & dressing complete. (S.I No. 13(a) - P/03)	1500.00 Cft @	Rs: 187.55 %0Cft =	Rs:	281.00

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

25)	P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing .cleaning and cost of wax polish etc.	28.00	Sft	@	Rs:	30509.77	%Sft	=	Rs:	8,543.00
26)	White washing 3-coats. (S.I No. 26(b) - P/53)	100.00	Sft	@	Rs:	829.95	%Sft	=	Rs:	830.00
27)	Colour washing 2-coats. (S.I No. 25 - P/53)	1846.00	Sft	@	Rs:	859.90	%Sft	=	Rs:	15,874.00
28)	Primir g coat of chalk under distemper. (S.I. No. 23 - P/53)	1702.00	Sft	@	Rs:	442.75	%Sft	=	Rs:	7,536.00
29)	Dister pering 3-coats. (S.I. No. 24© - P/53)	1702.00	Sft	@	Rs:	1079.65	%Sft	=	Rs:	18,376.00
30)	Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I No. 5©(i+ii) - P/69)									
	<u>New Surface</u>	82.00	Sft	@	Rs:	2116.41	%Sft	=	Rs:	1,735.00
31)	Preparing & painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats over priming coat) (S.I No. 5(d)(i+ii) - P/69)									
	<u>New s urface</u>	120.00	Sft	@	Rs:	1270.83	%Sft	=	Rs:	1,525.00
32)	Extra labour rate for making cement plaster pattas/bands around straight or curvec openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)	480.00	Rft	@	Rs:	19.36	P/Rft	=	Rs:	9,293.00
<b>Total</b>									=	<b>Rs 773,182.00</b>

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

**PART - 'B' (W.S & S.F)**

**SCHEDULED ITEMS**

S#	Description	Quantity	Unit	Rate	Amount
1)	P/F squatting type white glazed earthen ware w.c pan with i/c cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor pipe connections making good in c.c 1:2:4. (S.I No. 1(B-i))	02 Nos.	Each	4846.60	Rs: 9,693.00
2)	P/F 6"x2" or 6"x3" C.I floor trap of approved self cleaning .....(S.I No.20,P-06)	01 Nos.	Each	2042.43	Rs: 2,042.00
3)	P/F 4" dia bend of required degree i/c extra .....(S.I No. 10, P-10)	02 Nos.	Each	599.60	Rs: 1,199.00
4)	Providing G.I pipes & specials etc i/c fixing, cutting & fitting complete. (S.I No. 1 (ii), P-12 & S.I No. 1(i), P-11)				
	External (3/4" dia)	50 Rft	P/Rft	86.36	Rs: 4,318.00
	Internal(1/2" dia)	30 Rft	P/Rft	73.21	Rs: 2,196.00
5)	S/F long bib-cock of superior quality with c.p head 1/2" dia. (S.I No. 13(a), P-19)	02 Nos.	Each	1109.46	Rs: 2,218.00
6)	P.F in position Nyloon connection complete with 1/2" dia brass stop cock .....(S.I.No 23,P-06)	02 Nos.	Each	447.15	Rs: 894.00
7)	S.F concealed Tee- Stop cock of superior quality w th c.p head 1/2" dia (S.I No.12(b) P-18)	02 Nos.	Each	889.46	Rs: 1,779.00
8)	P.F handle valves (China). (S.I No. 5(i), P-17)				
	3/4" dia	01 Nos.	Each	271.92	Rs: 272.00
	1/2" dia	01 Nos.	Each	200.42	Rs: 200.00
9)	Providing,laying UPVC pressure pipe of class B fixing in trench i/c cutting,fitting & jointing with Z joint with one rubber ring i/c with water to ahead 2c.ft.(S.I.No.6(E/1)P-22) PHE				
	4" dia	30 Rft	P/Rft	137.00	Rs: 4,110.00
9)	Boring of tube well in water boring soil ground level up to 100 ft or 3.5 m depth. PHE	70 Rft	P/Rft	160.00	Rs: 11,200.00
Total (S.I)					Rs: 40,121.00

**NON- SCHEDULED ITEMS**

1)	Poly pipe i/c fixing, cutting in fixing complete with i/c the cost of cutting trench upto required depth reilling watering redering of surplus earth with one chain and testing to a pressure head up to 200 ft.				
	1 1/4" dia	70 rft	P.Rft	25.00	Rs: 1,750.00
2)	P/F Water Pumping Set with Diamond Motor and Pt mp 1 H.P 1400 PRM Single Phase 220 Volts 2" x 1 1/2" Suction and Delivery 40 ft Head i/c Base plate also making CC 1:3:6 Plate form of required Base size and Fixing with Nots & Bolts etc Complete in All Respect.(R.A)	01 Nos.	Each	18470.00	Rs: 18,470.00
					Rs: 20,220.00

**CONCLUSION**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**



### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted, TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

SNO=14 B=0930M

# SPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 25 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

**BIDDING DOCUMENT**


14

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

**Tender Issued to :-**

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.B.P.S Allah Bux Dahyo, Taluka Sakrand, (Rehabilitation).</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>0.930 (million)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs: 46500/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>27,900/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs.
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<b>Tender fee No. 1500/-</b>
(o) Rate quoted by contractor _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 be 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 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.

  
Divisional Accountant  
National Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Name of Work:- CONSTRUCTION/ ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI AHMED DISTRICT S.B.A (UNDER MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)**


**@ REHABILITATION OF GBPS ALLAH BUX DAHYO, TAL: SAKRAND**

**SCHEDULE - B**

Sr#	Description	Measurement	Quantity	Amount
1)	Dismantling C.C Plain 1:3:6. (S.I No. 19(b), P/10)	202.00 Cft @ Rs: 1306.80 %Cft =		Rs: 2,640.00
2)	Removing cement or lime plaster. (S.I No. 53, P/13)	278.00 Sft @ Rs: 121.00 %Sft =		Rs: 336.00
3)	Dismantling brick work or cement sand mortar (SINO: 13/Page No: 10)	74.00 Sft @ Rs: 1285.63 %Cft =		Rs: 951.00
4)	Dismantling R.C.C. & separating reinforcement from concrete, cleaning & straightening the same. (S.I No. 20, P/10)	36.00 Cft @ Rs: 5445.00 %Cft =		Rs: 1,960.00
5)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	186.00 Cft @ Rs: 3176.25 %0Cft =		Rs: 591.00
6)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)	495.00 Cft @ Rs: 8694.95 %Cft =		Rs: 43,040.00
7)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	126.00 Cft @ Rs: 11948.36 %Cft =		Rs: 15,055.00
8)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	1770.00 Cft @ Rs: 3630.00 %0Cft =		Rs: 6,425.00
9)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	52.00 Cft @ Rs: 12674.36 %Cft =		Rs: 6,591.00
10)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	94.00 Cft @ Rs: 12346.65 %Cft =		Rs: 11,606.00
11)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	76.00 Cft @ Rs: 337.00 P/Cft =		Rs: 25,612.00
12)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	3.732 Cwt @ Rs: 5001.70 P/Cwt =		Rs: 18,666.00
13)	Laying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I No. 24 - P/42)	32.00 Sft @ Rs: 27678.86 %Sft =		Rs: 8,857.00
14)	White glazed tile 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I No. 37 - P/44)	240.00 Sft @ Rs: 28253.61 %Sft =		Rs: 67,809.00
15)	C.C Plain i/c placing compacting finishing & curring complete. (i/c screening & washing of stone aggregate without shuttering.) ratio 1:3:6. (S.I No. 5(h) - P/15)	105.00 Cft @ Rs: 12595.00 %Cft =		Rs: 13,225.00

**CONTRACTOR**

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**Executive Engineer**  
**Education Works & Services** of 3  
**Shaheed Benazir Abad.**

16)	P/F 3/8" thick marble tiles of approved quality and colour shade size 8"x4" or 6"x4" in dado skirting & facing removal/tucking of existing plaster surface etc over 1/2" thick base of cement mortar 1:3 setting mortar base i/c filling the joints & washing the tiles with white cement slurry, curring, finishing, cleaning & polishing etc complete. (S.I No. 68(i) - P/48)	921.00 Sft @	Rs: 186.04 P/Sft =	Rs: 171,343.0
17)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I No. 16 - P/41)	1485.00 Sft @	Rs: 4411.82 %Sft =	Rs: 65,516.00
	<u>3" thick</u>	1763.00 Sft @	Rs: 3275.50 %Sft =	Rs: 57,747.00
	<u>2" thick</u>			
18)	Applying floating coat of cement 1/32" thick. (S.I No. 14, P/52)	278.00 Sft @	Rs: 660.00 %Sft =	Rs: 1,835.00
19)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	860.00 Sft @	Rs: 2206.60 %Sft =	Rs: 18,977.00
20)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	860.00 Sft @	Rs: 2197.52 %Sft =	Rs: 18,899.00
21)	Cement plaster 3/4" thick upto 12' height 1:4. (11(c) - P/51)	48.00 Sft @	Rs: 3015.76 %Sft =	Rs: 1,448.00
22)	Cement pointing flush upto 20 ft height. (S.I.No.17(a)P- 52)	225.00 Sft @	Rs: 1287.44 %Sft =	Rs: 2,897.00
23)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	1441.00 Sft @	Rs: 1887.40 %Sft =	Rs: 27,197.00
24)	First class deodar wood wrought joinery in doors & windows etc. fixed in position i/c chowkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57)	54.00 Sft @	Rs: 902.92 %Sft	Rs: 48,758.0
25)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)			
	<u>For Door</u>	17.00 Rft @	Rs: 228.90 Prft	Rs: 3,891.00
	<u>For Window</u>	24.00 Rft @	Rs: 240.50 Prft	Rs: 5,772.00
26)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	11.00 Sft @	Rs: 180.50 P/Sft =	Rs: 1,986.00
27)	White washing 2-coats. (S.I No. 26(b) - P/53)	1090.00 Sft @	Rs: 425.84 %Sft =	Rs: 4,642.00
28)	Scraping ordinary distemper ,oil bound distemper or paint on wall. (S.I.No.54(b)P-13)	1265.00 Sft @	Rs: 226.88 %Sft =	Rs: 2,870.00
29)	Distemping 2-coats. (S.I. No. 24(b) - P/53)	1988.00 Sft @	Rs: 1043.90 %Sft =	Rs: 20,753.00
30)	Colour washing 2-coats (S.I No. 25(b) - P/53)	4585.00 Sft @	Rs: 859.90 %Sft =	Rs: 39,426.00
31)	Painting to doors & windows i/c edges (any type) (2-coats ). (S.I No. 4(d) - P/68)			
	<u>Old Surface</u>	328.00 Sft @	Rs: 1160.06 %Sft	Rs: 3,805.00
	<u>New Surface</u>	70.00 Sft @	Rs: 2116.41 %Sft	Rs: 1,481.00

32) Painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats) (S.I No. 5(d) - P/68)

Old Surface

120.00 Sft @ Rs: 674.60 %Sft = Rs: 810.00

New Surface

25.00 Sft @ Rs: 1270.83 %Sft = Rs: 318.00

33) M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" c/c with locking arrangement. (S.I. No. 24 - P/9)

13.00 Sft @ Rs: 726.72 P/Sft = Rs: 9447.00

34) Barrow pit excavation undressed 100 feet (SINO: 3(a)/Page NO: 1)

1500.0 Cft @ Rs: 2117.5 %0cft = Rs: 3176.00

35) Dressing and leveling (SINO: 11(b) /P-03)

1500.0 Cft @ Rs: 187.55 %0cft = Rs: 281.00

36) Extra labour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)

96.00 Rft @ Rs: 19.36 P/Rft = Rs: 1,859.00

37) P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing .cleaning and cost of wax polish etc.

106.00 Sft @ Rs: 30509.77 %Sft = Rs: 32,340.00

Cost of S.I units

= Rs: 770,838.0

**CONTRACTOR**

  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.

**PART - 'B' (W.S & S.F)**

**SCHEDULED ITEMS**

S#	Description	Quantity	Unit	Rate	Amount
1)	P/F squatting type white glazed earthen ware w.c pan with i/c cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor pipe connections making good in c.c 1:2:4. (S.I No. 1(B-i))	02 Nos.	Each	4846.60	Rs: 9,693.00
2	P/F 6"x2" or 6"x3" C.I floor trap of approved self cleaning ..... (S.I No.20,P-06)	01 Nos.	Each	2042.43	Rs: 2,942.00
3)	P/F 4" dia C.I offsets of various lengths ..... (S.I No. 08, P-10)	01 Nos.	Each	702.00	Rs: 802.00
4)	P/F 4" dia bend of required degree i/c extra ..... (S.I No. 10, P-10)	01 Nos.	Each	599.60	Rs: 600.00
5)	P/F 4" dia plain bend of required degree ..... (S.I No. 10, P-10)	01 Nos.	Each	566.70	Rs: 567.00
6)	Providing G.I pipes & specials etc i/c fixing, cutting & fitting complete. (S.I No. 1 (ii), P-12 & S.I No. 1(i), P-14)				
	External (3/4" dia)	30 Rft	P/Rft	86.36	Rs: 2,591.00
	Internal (1/2" dia)	20 Rft	P/Rft	73.21	Rs: 1,464.00
7)	S/F long bib-cock of superior quality with c.p head 1/2" dia. (S.I No. 13(a), P-19)	02 Nos.	Each	1109.46	Rs: 2,219.00
8)	S/F Sawn type pillar cock of superior quality with c.p head 1/2" dia. (S.I No. 16(a), P-19)	02 Nos.	Each	795.00	Rs: 1,590.00
9)	P/F in position Nyloon connection complete with 1/2" dia brass stop cock ..... (S.I.No 23,P-06)	02 Nos.	Each	447.15	Rs: 894.00
10)	S/F concealed Tee- Stop cock of superior quality with c.p head 1/2" dia (S.I No.12(b) P-18)	02 Nos.	Each	889.46	Rs: 1,779.00
11)	F/F handle volves (China). (S.I No. 5(i), P-17)				
	1/2" dia	01 Nos.	Each	200.42	Rs: 200.00
	3/4" dia	01 Nos.	Each	271.92	Rs: 272.00
12)	Providing,laying UPVC pressure pipe of class B fixing in trench i/c cutting,fitting & jointing with Z joint with one, rubber ring i/c with water to ahead 400ft.(S.I.No.6(E/1)P-22)				
	4' dia	10 Rft	P/Rft	137.00	Rs: 1,370.00
13)	Boring of tube well in water boring soil ground level up to 100 ft or 3.5 m depth.P.H.E				
	3' dia	70 Rft	P/Rft	160.00	Rs: 11,200.00
			Total (S.i)		Rs: 38,183.00

**NON- SCHEDULED ITEMS**

1)	Poly pipe i/c fixing, cutting in fixing complete with i/c the cost of cutting trench upto required depth reilling watering redering of surplus earth with one chain and testing to a pressure head up to 200 ft.				
	1 1/4" dia	70 rft	P.Rft	25.00	Rs: 1,750.00
2)	P/F Water Pumping Set with Diamond Motor and Pump 1 H:P 1400 PRM Single Phase 220 Volts 2" x 1 1/2" Suction and Delivery 40 ft Head i/c Base plate also making CC 1:3:6 Plate form of required Base size and Fixing with Nots & Bolts etc Complete in All Respect.(R.A)	01 Nos.	Each	18470.00	Rs: 18,470.00
3)	Providing & fixing UPVC Pipe 3/4" dia (PAK-ARAB) SCH-40 on surface by using clip/saddler/socket/reducer/bush/tee/elbow etc or recessed in masonry, C.C or R.C.C upto 20ft height & making good with C.C , including curing, finishing etc complete as per instructions of the Engineer Incharge. Specifications of the material should meet the requirements of class -B in accordance with the ASTM-D-1784- type 1 grade 1. Rate includes all costs of labour, material, cartage, scaffolding/ladder etc complete.				
	3/4" dia	20 rft	P.Rft	92.00	Rs: 1,840.00
					Rs: 22,060.00



**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

SNO = 15 R = 0.605 M

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DOCUMENT


This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(15)

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.G.P.S Zaour Colony, Sakrand, C/wall and Lavatory Block.</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>6.00 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>12,000/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>30,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>18,000/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<b>Tender fee Rs. 750/-</b>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### 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% or the same conditions in all respects on which he agreed to do them in the



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

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

**Clause-10: Quality Control.**

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

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

Clause -- 11:

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

Clause -- 12: Examination of work before covering up.

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Education Works  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

Name of Work:- CONSTRUCTION/ADDITION OF CLASS ROOM & MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND & QAZI AHMED IN DIST:SBA (UNDER PAK MDGs COMMUNITY DEVELOPMENT PROGRAMME 2014-15)

@ GGPS Zour Collony (C/Wall & Lav: Block), TAL: Sakrand Dist:SBA


SCHEDULE - B

S#	Description	Measurement	Quantity
1)	Excavation in foundation of building, bridges & other structures i/c dagbelling, dressing, refilling around the structure with excavated earth, watering & ramming lead upto 5 feet. (In ordinary soil) (S.I No. 18(b) - P/4)	568.00 Cft @ Rs: 3176.25 %Cft =	Rs: 1,804.00
2)	C.C brick or stone ballast 1-1/2" to 2" gauge 1:5:10. (S.I No. 4© - P/14)	183.00 Cft @ Rs: 8694.95 %Cft =	Rs: 20,259.00
3)	Pacca Brick work in foundation & plinth in cement sand mortar 1:6. (S.I No. 4(i)(e) - P/20)	489.00 Cft @ Rs: 11948.36 %Cft =	Rs: 76,470.00
4)	R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4. (S.I No. 6(a)(i) - P/15)	165.00 Cft @ Rs: 337.00 P.Cft =	Rs: 55,605.00
5)	D.P.C 3" thick with cement sand & shingle concrete 1:2:4 i/c 2-coats of asphaltic mixture. (S.I No. 28(c) , P/18)	113.00 Sft @ Rs: 4982.18 %Sft =	Rs: 5,630.00
6)	Fabrication of steel reinforcement for cement concrete i/c cutting, bending, laying in position, making joints & fastenings i/c cost of binding wire. (Also includes removal of rust from the bars). (S.I. No. 8(b) - P/16)	7.366 Cwt @ Rs: 5001.70 P/Cwt =	Rs: 36,843.00
7)	Filling, watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift upto 5 feet. (S.I. No. 22 - P/04)	59.00 Cft @ Rs: 3630.00 %Cft =	Rs: 214.00
8)	Pacca Brick work in ground floor in cement sand mortar 1:6. (S.I No. 5(i)(e) - P/20)	302.00 Cft @ Rs: 12674.36 %Cft =	Rs: 38,277.00
9)	Pacca Brick work in other than building i/c striking of joints upto 20 ft height in cement sand mortar 1:6. (S.I No. 7(i)(e) - P/21)	161.00 Cft @ Rs: 12346.65 %Cft =	Rs: 19,878.00
10)	P/F G.I frame chowkats of size 7"x2" or 4-1/2"x3" for doors or windows using 20" gauge G.I sheet i/c welding & fixing at site with necessary holdfasts, filling with cement sand slurry of ratio 1:6 & repairing the janes. The cost also i/c all carriage tools & plants required in making & fixing. (S.I No. 28 & 29 - P/92)		
	Used for Doors	33.00 Rft @ Rs: 228.90 P/Rft =	Rs: 7,554.00
	Used for Windows	13.00 Rft @ Rs: 240.50 P/Rft =	Rs: 3,127.00

11)	S/F in position iron steel grill of size 3/4"x1/4" flat iron of approved design i/c painting 3-coats complete. (wt. not less than 3.7 lbs/sft of finished grill. (S.I No. 26, P- 92)	6.00 Sft @	Rs: 180.50 P/Sft =	Rs:	1,083.00
12)	First class deodar wood wrought joinery in doors & windows etc, fixed in position i/c chawkats holdfasts, hinges, iron tower bolts, chocks, cleats, handles & cords with hooks etc. 1-3/4" thick. (S.I No. 7(b) - P/57) Only Shutters	30.00 Sft @	Rs: 902.93 P/Sft =	Rs:	27,088.00
13)	C.C Flain i/c placing compacting finishing & curing complete. (i/c screening & washing of stone aggregate without shuttering.) ratio 1:3:6. (S.I No. 5(h)- P/15)	9.00 Cft @	Rs: 12595.00 %Cft =	Rs:	1,134.00
14)	Lying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I No. 24 - P/42)	75.00 Sft @	Rs: 27678.86 %Sft =	Rs:	20,759.00
15)	White glazed tile 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I No. 37 - P/44)	93.00 Sft @	Rs: 28253.61 %Sft =	Rs:	26,276.00
16)	M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" c/c with locking arrangement. (S.I. No. 24 - P/9)	48.00 Sft @	Rs: 726.72 P/Sft =	Rs:	34,883.00
17)	P/L in 1" thick cement concrete topping 1:2:4 i/c surface finishing & dividing into panels. (S.I No. 16 - P/41) 2" thick 3" thick	107.00 Sft @	Rs: 3275.50 %Sft =	Rs:	3,505.00
18)	Cement plaster 1/2" thick upto 12' height 1:6. (13(b) - P/51)	150.00 Sft @	Rs: 4411.82 %Sft =	Rs:	6,618.00
19)	Cement plaster 3/8" thick upto 12' height 1:4. (11(a) - P/51)	1242.00 Sft @	Rs: 2206.60 %Sft =	Rs:	27,406.00
20)	Cement plaster 3/4" thick upto 20' height 1:4. (11(c) - P/51)	1242.00 Sft @	Rs: 2197.52 %Sft =	Rs:	27,293.00
21)	Cement pointing struck joints on walls ratio 1:2. (S.I. No. 19(a) - P/52)	118.00 Sft @	Rs: 3015.76 %Sft =	Rs:	3,559.00
22)	Two coats of bitumen laid hot using 34 lbs for % Sft over roof & blinded with sand @ one Cft per %Sft. (S.I. No. 13 - P-34)	573.00 Sft @	Rs: 1287.44 %Sft =	Rs:	7,377.00
25)	P/L tiles glazed 6"x6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement in pigment in desired shap with finishing .cleaning and cost of wax polish etc.	107.00 Sft @	Rs: 1887.40 %Sft =	Rs:	2,020.00
26)	White washing 3-coats. (S.I No. 26(b) - P/53)	28.00 Sft @	Rs: 30509.77 %Sft =	Rs:	8,543.00
		100.00 Sft @	Rs: 829.95 %Sft =	Rs:	830.00

27)	Colour washing 2-coats. (S.I No. 25 - P/53)	846.00	Sft	@	Rs: 859.90	%Sft	=	Rs:	7,275.00
28)	Priming coat of chalk under distemper. (S.I. No. 23 - P/53)	702.00	Sft	@	Rs: 442.75	%Sft	=	Rs:	3,108.00
29)	Distemping 3-coats. (S.I. No. 24© - P/53)	702.00	Sft	@	Rs: 1079.65	%Sft	=	Rs:	7,579.00
30)	Preparing & painting to doors & windows i/c edges (any type) (2-coats over priming coat). (S.I No. 5©(i+ii) - P/69)	82.00	Sft	@	Rs: 2116.41	%Sft	=	Rs:	1,735.00
	<u>New Surface</u>								
31)	Preparing & painting guard bars, gates of iron bars, gratings, railings (i/c standard braces) & similar open work. (2-coats over priming coat) (S.I No. 5(d)(i+ii) - P/69)	96.00	Sft	@	Rs: 1270.83	%Sft	=	Rs:	1,220.00
	<u>New surface</u>								
32)	Extra abour rate for making cement plaster pattas/bands around straight or curved openings and around the edges of roof slabs, width not less than 6" with fine finishing as directed by Engineer Incharge. (S.I. No. 35 - P/54)	236.00	Rft	@	Rs: 19.36	P/Rft	=	Rs:	4,569.00
<b>Total</b>								=	<b>Rs 489,521.00</b>

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

**PART - 'B' (W.S & S.F)**

**SCHEDULED ITEMS**

S#	Description	Quantity	Unit	Rate	Amount
1)	P/F squating type white glazed earthen ware w.c pan with i/c cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor pipe connections making good in c.c 1:2:4. (S.I No. 1(B-	02 Nos.	Each	4846.60	Rs: 9,693.00
2)	F/F 6"x2" or 6"x3" C.I floor trap of approved self cleaning .....(S.I No.20,P-06)	01 Nos.	Each	2042.43	Rs: 2,042.00
3)	F/F 4" dia bend of required degree i/c extra ..... (S.I No. 10, P-10)	02 Nos.	Each	599.60	Rs: 1,199.00
4)	Providing G.I pipes & specials etc i/c fixing, cutting & fitting complete. (S.I No. 1 (ii), P-12 & S.I No. 1(i), P-				
	External (3/4" dia)	50 Rft	P/Rft	86.36	Rs: 4,318.00
	Internal(1/2"dia)	30 Rft	P/Rft	73.21	Rs: 2,196.00
5)	S.F long bib-cock of superior quality with c.p head 1/2" dia. (S.I No. 13(a), P-19)	02 Nos.	Each	1109.46	Rs: 2,218.00
6)	P/F in position Nyloon connection complete with 1/2" dia brass stop cock .....(S.I.No 23,P-06)	02 Nos.	Each	447.15	Rs: 894.00
7)	S/F concealed Tee- Stop cock of superior quality with c.p head 1/2" dia (S.I No.12(b) P-18)	02 Nos.	Each	889.46	Rs: 1,779.00
8)	P/F handle volves (China). (S.I No. 5(i), P-17)				
	3/4" dia	01 Nos.	Each	271.92	Rs: 272.00
	1/2" dia	01 Nos.	Each	200.42	Rs: 200.00
9)	Providing,laying UPVC pressure pipe of class B fixing in trench i/c cutting,fitting & jointing with Z joint with one rubber ring i/c with water to ahead 20ft.(S.I.No.6(E/1)P-22) PHE				
	4" dia	30 Rft	P/Rft	137.00	Rs: 4,110.00
9)	Boring of tube wellin water boring soil ground level up to 100 ft or 3.5 m depth. PHE	70 Rft	P/Rft	160.00	Rs: 11,200.00
				Total (S.I)	Rs: 40,121.00

**NON- SCHEDULED ITEMS**

1)	Poly pipe i/c fixing, cutting in fixing complete with i/c the cost of cutting trench upto required depth refilling watering redering of surplus earth with one chain and testing to apressure head up to 200 ft.				
	1 1/4" dia	70 rft	P.Rft	25.00	Rs: 1,750.00
2)	P/F Water Pumping Set with Diamond Motor and Pump 1 H.P 1400 PRM Single Phase 220 Volts 2" x 1 1/2" Suction and Delivery 40 ft Head i/c Base plate also making CC 1:3:6 Plate form of required Base size and Fixing with Nots & Bolts etc Complete in All Respect.(R.A)	01 Nos.	Each	18470.00	Rs: 18,470.00
					Rs: 20,220.00

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**



**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

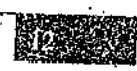
Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

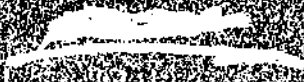


# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)



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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

**BIDDING DOCUMENT**


(16)

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

**Tender Issued to :-**

a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.B.P.S Dittal Leghari, Taluka Qazi Ahmed (Rehabilitation).</b>
(-) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	1.200 (m)
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	26,000/-
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. 60,000/-
(h) Percentage, if any to be deducted from bills.	3% Rs. 36,000/-
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee Rs. 1500/-</i>
(o) Rate quoted by contractor _____ above/below schedule items Rs. _____ & Non-Schedule Items Rs. _____ Total Tender cost Rs. _____	

CONTRACTOR .

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.

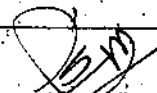
All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency


  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Schedule-B**

**NAME OF WORK:** CONSTRUCTION/ADDITION OF CLASS ROOM, PROVIDING MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND AND QAZI AHMED DISTRICT SHAHEED BENAZIRABAD UNDER PAK MDGS COMMUNITY DEVELOPMENT PROGRAMME (2014-15) REHABILITATION OF @ GBPS DITTAL KHAN LEGHARI TALUKA QAZI AHMED.

S.No	Description	Quantity	Rate	Unit	Amount
1	Removing cement plaster from walls(S.I.No.53,P-13)	1325	121	%Sft	1603
2	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering ramming lead upto 5 feet. (S.I.No.18-b,P-4)	648	3176.25	%ocft	2058
3	Cement concrete brick or stone ballast 1-1/2 to 2 guage (Ratio 1:5:10) (S.I.No.4-c,P-14).	323	8694.95	%cft	28085
4	Pacca brick work in foundation and plinth cement sand mortar ratio 1:6. (S.I.No.4-(i)e,P-20).	528	11948.36	%cft	63087
5	D.P.C with (cement sand & Shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick (S.I.#28@P-18)	144	4982.18	%Sft	7174
6	R.C.C work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curring rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slabe beam coloum raft lintel and other structure member laid in situ are precast laid in position complete in all respects (S.I No.6 (a)(i) P-15)	142	337.00	P.Cft	47854
7	Fabrication of mild steel reinforcement including cutting bending laying making joints in fastening including the cost of binding wire also removal of the rust from walls (S.I No.8 (b) P-16)	6.339	5001.70	P.cwt	31706
8	Pacca brick work in ground floor cement sand mortar 1:6 (S.I.No.5-e,P-20)	167	12674.36	%cft	21166
9	Pacca brick work in other than building i/c striking of joints upto 20' heught in cement sand mortar. (S.I.No.7-e,P-21)	398	12346.65	%Cft	49140
10	M/F steel grated doors complete with locking arranggnt angle iron frame 2"x2" 3/8 & 3/4" sq: bars 4" centre to centre. (S.No.23,P-91)	48	726.72	P.Sft	34883

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

11	Providing and fixing G.I frames / chowkhats of size 7"x2" or 4 1/2"x3" for Door using 20 guage G.I sheet i/c welded hinges and fixing at site with necessary hold fasts. Filling with cernent sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.(S.I No.28 P-92)	17	228.90	P.rft	3891
12	S/F in position iron/steel grill of 3/4" x 1/4" size flat iron of approved design i/c painting 3 coats etc, complete (Weight not to be less than 3.7Lbs/Sq.Foot of finished grill.) (S.I No.26, P-92)	14	180.50	P.Sft	2527
13	First class deoder wood wrought joinery in doors in windows wtc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats handles and cards with hooks etc. (only shutter) 1 3/4" thick (S.I.No.7-b,P-57)	96	902.93	P.Sft	86681
14	L/F of approved with glazed tile 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I.No.24,P-42)	20	27678.86	%Sft	5536
15	White Glazed tiles 1/4" thick dado jointed in white cement & laid over 1:2 cement sand moortar 3/4" thick i/c finishing: (S.I.No.37,P-44)	77	28253.61	%Sft	21755
16	Cement plaster 1:6 upto 12' height 1/2" thick (S.I.No.13-b,P-15)	2231	2206.60	%Sft	49229
17	Cement plaster 1:4 upto 20 feet height 3/8" thick (S.I.No.11-a,P-51)	2231	2197.52	%Sft	49027
18	Cement plaster 1:4 upto 12' height 3/4" thick. (S.I.No.11-c,P-51)	292	3015.76	%Sft	8806
19	Extra lajour for making cement plaster pattas/band around straight or carved openings and around the edges of roof slabs,the width not less than 6" with fine finishing as directed by Engineer incharge.(S.I.No.35,P-54)	290	19.36	P.Rft	5614
20	Cement pointing struck joints on wall. (S.I.No.19-a,P-52)	593	1287.44	%Sft	7635
21	P/L 1" thick topping C.C (1:2:4) i/c surface finishing & dividing into pannels. (2"thick) (S.I.No.16,P-41)	716	3275.50	%Sft	23453
	3"thick	497	4411.82	%Sft	21927

**CONTRACTOR**

**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

22	P/L 3/8" thick marble tiles of approved quality and colour and shade size 8"x4"/6"x4" in dado skirting and facing removal/tucking of existing plaster surface etc. Over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement over mortar base i/c filling the joints and washing the tiles with white cement slurry, current finishing cleaning and (S.I.No.68,(i)P-48)	1028	186.04	P.Sft	191249
23	Making notice board with cement (S.I.No.1,P-94)	96	58.11	P.Sft	5579
24	2-coats of bitumen laid hot using 34 lbs per %sft over roof & blinded with sand one Cft per %Sft. (S.I No.13 P-34)	3071	1887.40	%Sft	57962
25	Colour washing 2-coats.(S.I.No.25-b,P.No.53)	1287	425.84	%Sft	5481
26	White washing 3-coats.(S.I.No.26-b,P-53)	63	829.95	%Sft	523
27	Distempering 2-coats.(S.I.No.24-b,P.No.53)	4108	1043.90	%Sft	42883
28	Colour washing 2-coats.(S.I.No.25-b,P-53)	2231	859.90	%Sft	18720
29	Preparing surface and painting of doors and windows any type new surface 3-coats (S.I.No.5-c,(i+ii) P-69)	219	2116.41	%Sft	4635
30	Preparing surface Painting doors & windows any type old surface.2-coats (S.I.No.4-c,P-67)	585	1160.06	%Sft	6786
31	Preparing surface painting guard bars gates iron bars grating railing including standard brasses etc in similar open work new surface. 3-coats. (S.I No. 5 (d) i+ii P/69).	96	1270.83	%Sft	1220
32	Preparing surface painting guard bars gates iron bars grating railing including standard brasses etc in similar open work old surface. (S.I No. 4 (d) P/68).	120	674.60	%Sft	810
		1287	425.84	%Sft	5481
				Total Rs:	908685

Part-B ( N/S & S/F)

1	P/F orisa type white or colour glazed earthen ware w.c pan i/c cost of flushing cistern with internal fitting W.C not less than 19' clear opening b/w flushing rims & 3-gallons flushing tank with 4" earthen ware trap & plastic thumble (S.I.No.1(B-ii))	1	Each	4846.60	4847
2	S/Fixing concealed tee-stop cock of superior quality with c.p head 1/2" dia (S.I.No.12-b,P-18)	1	Each	843.90	844
3	S/F of long bib cock of superior quality with c.p head 1/2" dia.(S.I.No.13-a,P-19)	1	Each	1109.46	1109
4	P/F handle valve (China) 3/4"dia (S.I.No.5,P-17)	1	Each	271.92	272

**CONTRACTOR**

**Executive Engineer**  
Education Works & Services  
Shaheed Benazir Abad.

5	Boring for tube well in all water bearing soils from ground level upto 100' or 30.5 meter depth i/c sinking & with drawing of casing pipe. (S.I.No.0,P.No.41) 3"dia	50	P.Rft	160.00	8000
6	Providing R.C.C pipe 6"dia with collars class-B & digging the trenches to require depth & fixing in position i/c cutting, fitting & jointing with maxaphalt composition & cement mortar 1:1 & testing with water pressure to a head of 4' above the top of the highest pipe & refilling with excavated stuff.(S.I.No.2,P-23)	6	P.Rft	199.25	1196
7	P/L UPVC pressure pipes of class-B equivalent fixing in trench i/c with Z-Joint with 1 rubber ring i/c testing with water to a head 61 meter or 200 ft (S.I.No.1-b,P.No.22 PH.Schedule)	3	P.Rft	137.00	411
8	Providing G.I pipes specials and clamps etc i/c fixing cutting and fittings complete with and i/c the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white zink paint with pigment to match.3/4" dia (S.I.No.1.P-14)	20	P.Rft	95.79	1916
	1"	50	P.Rft	128.55	6428
	1/2"	15	P.Rft	73.21	1098
9	P/F Water pumping set with diamond motor & pump 1 H.P. 1400 RPM single phase 220 volts 2"x1-1/2" suction & delivery 40ft head i/c base plate & also making C.C 1:3:6 platform of required base size & fixing nuts & bolts etc complete in all respects.(R.A approved)	1	Each	18470.00	18470

Total Rs:- 44591

Part:A+B Total Rs:- 953276

### CONTRACTOR

  
**Executive Engineer**  
**Education Works & Services**  
**Saheed Benazir Abad.**



**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

(17)

№: 0.100 C.M)

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)


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

## BIDDING DOCUMENT

Tender Issued to Mrs/Ms/

(This section should be filled in by the Engineer/Procuring Agency before Issuance of the Bidding Documents).

- (a). Name of Procuring Agency Executive Engineer, Education Works Division, SHAHEED BENAZIRABAD.
- (b). Brief Description of Works Consts/Add: of C/R and P/Missing Facilities of Existing Rehabilitation of Existing PS at GBPS Dittal Leghari (E/work) T.N. Qazi Abd. Rehabilitation.
- (c). Procuring Agency's address:- @ Khoja Garden Nawabshah
- (d). Estimated Cost:- 0.100 Million
- (e). Amount of Bid Security:- 2000/- 2% (fill in lump sum amount Or in % age of bid amount/ estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- 90 days
- (g). Security Deposit:- Rs 5000/- (in % age of bid amount/estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 3% Rs 3000/-
- (i). Deadline for Submission of Bids along with time:- at 12 noon
- (j). Venue, Time, and date of bid Opening:- OFFICE OF AEN, EDUCATION WORKS DIV: SBT @ KHOJA GARDEN NAWABSHAH 11 P.M.
- (k). Time for Completion from written order of commerce:- (70 days)
- (L). Liquidity damages:- (0.05 of Estimated cost or Bid cost Per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: \_\_\_\_\_
- (n). Dr. No: & Date \_\_\_\_\_ Date \_\_\_\_\_ Rs. 500/-
- (o). Rate quoted by contractor \_\_\_\_\_ above/below schedule items Rs: \_\_\_\_\_ & non Schedule items Rs. \_\_\_\_\_ Total Tender Cost Rs. \_\_\_\_\_

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

**CONTRACTOR**

## 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.

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 bears 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.

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

Clause - 11:

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

Clause - 12: Examination of work before covering up.

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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

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

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

  
Divisional Accountant  
(EDUCATION/WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

## Schedule (B)

**Name of Work:** **Construction of / Addition of class rooms PROVIDING MISSING FACILITON AND REHABLITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S Dittal Laghari TALKA. *Qazi M. f. Electric Work. Rehabilitation***

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- **Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel Patti on surface as required.**  
(S.1. 129 P-No. 15).

21, Point      910/= P-Point      19110/=

- 2- **Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.**  
(S.1. No.130 P-No.15).

04 Points      742/= P-Point      2968/=

- 3- **Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).**

50, Meter      118/= P.Mtr:      5900/=

- 4- **Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor 3/4" dia PVC Conduit in the well or column as required.**  
(s.1. No. 12 P-No.2).

95, Meter      341/= P.Mtr:      32395 /=

- 5- **Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).**

21, Nos:      54/= P.No:      1134/=


**CONTRACTOR**

  
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**EDUCATION WORKS DIVISION**  
**SHAHEED BENAZIRABAD**

( Page No: 02 )

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
6-	Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).	04 Nos:	80/=	P.No:	320 /=
7-	Providing & Fixing Brass pendant lamp holder B ceiling Rose. ( S.I.No: 228, Page No: 33 ).	11,Nos:	74/=	P.No:	814/=
8-	Providing & Fixing Baklite ceiling Rose with two terminals B ceiling Rose. ( S.I.No: 288, Page No: 33 ).	03 Nos:	72/=	P.No:	216/=
9-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).	04 Nos:	916/=	P.No:	3664/=
10-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).	01 Nos:	2456/=	P.No:	2456/=
11-	P/F 3.pin 5.Amps plug & socket flush type . (S.I.No ; 226-A P/-33).	01,Nos:	151/=	P.No:	151/=
12-	Providing & Fixing Brass ceiling fan 48" ( good quality S. fan. ( S.I.No: 234, Page No: 34 ).	06,Nos:	3185/=	P.No:	19110/-
					Total Rs: 88238/=


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Sr: No.	Description / Measurement	Quantity	Rate	Unit	Amount
<b><u>PART-B " Non-Schedule Items</u></b>					
1.	P/F Energy saver superior quality i/c fixing on existing Holder etc complete	15-Nos		P.No	
2.	P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp	04-Nos		P.No	
3.	Erection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.	06-Nos		P.No.	
4.	Fixing of A.C ceiling fans regulator on SW Board.	06-Nos		P.No.	
5.	P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof	06-Nos.		P.No.	

Total Part (B) Rs:

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**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.



SNO=18 K=2.240 M

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 25 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.


## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.B.P.S Mehram Ali Sanghrah, Taluka Qazi Ahmed (Rehabilitation)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>2.240 (million)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>Rs 44880/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>112,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>67,200/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee Rs. 2000/-</i>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
S SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 be 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.

  
  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency


  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

### Schedule-B

**NAME OF WORK:** CONSTRUCTION/ADDITION OF CLASS ROOM, PROVIDING MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND AND QAZI AHMED DISTRICT SHAHEED BENAZIRABAD UNDER PAK MDGS COMMUNITY DEVELOPMENT PROGRAMME (2014-15) REHABILITATION OF @ GBPS MUHARRAM ALI SANGRAH TALUKA QAZI AHMED.

S.No.	Description	Quantity	Rate	Unit	Amount
1	Dismantling second class tiles roofing. (S.I.No.22-b,P-11)	1051	378.13	%Sft	3974
2	Dismantling rolled steel beams, iron rails etc (S.I.No.42 P/No.13)	1607	126.04	p.cwt	1808
3	Dismantling brick work mud mortar(S.I.No.10,PNo.12)	2975	529.38	%cft	15749
4	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering ramming lead upto 5 feet. (S.I.No.18-b,P-4)	1425	3176.25	%ocft	4526
5	Cement concrete brick or stone ballast 1-1/2 to 2 guage (Ratio 1:5:10) (S.I.No.4-c,P-14).	667	8694.95	%cft	57995
6	Pacca brick work in foundation and plinth cement sand mortar ratio 1:6. (S.I.No.4-(i)e,P-20).	2133	11948.4	%cft	254859
7	R.C.C work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curring rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slabe beam coloum raft lintel and other structure member laid in situ are precast laid in position complete in all respects (S.I.No.6 (a)(i) P-15) (S.I.No.12)	814	337.00	p.cft	274318
8	Fabrication of mild steel reinforcement including cutting bending laying making joints in fastening including the cost of binding wire also removal of the rust from walls (S.I No.8 (b) P-16)	36.339	5001.7	p.cwt	181757
9	D.P.C w th (cement sand & Shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick (S.I.#28©,P-18)	400	4982.18	%sft	19929
10	Filling watering ramming new earth excavated outside lead upto 1 chain and lift upto 5' (S.I No. 22 / P-4)	2180	3630.00	%ocft	7913
11	Pacca brick work in ground floor cement sand mortar 1:6. (S.I.No.5-e,P-20)	1912	12674.36	%Cft	242334

**CONTRACTOR**

  
**Executive Engineer**  
 Education Works & Services  
 Shaheed Benazir Abad.

12	Pacca brick work in other than building i/c striking of joints upto 20' height in cement sand mortar. (S.I.No.7-e,P-21)	1125	12346.65	%Cft	138900
13	Providing and fixing G.I frames / chowkhats of size 7"x2" or 4 1/2"x3" for Door using 20 guage G.I sheet i/c welded hinges and fixing at site with necessary hold fasts. Filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.(S.I No.28 P-92)	69	228.90	P.rft	15794
	Windows	124	240.50	P.rft	29822
14	1st class deodar wood wrought joinery in doors in windows wtc fixed in position i/c chowkhats hold fasts hinges iron tower bolts chocks cleats handles and cards with hooks etc.(only shutter)1-3/4" thick (S.I.No.7-b,P-57)	141	902.93	P.sft	127313
15	Cement plaster 1:6 upto 12' height 1/2" thick (S.I.No.13-b,P-15)	5442	2206.60	%Sft	120083
16	Cement plaster 1:4 upto 20 feet height 3/8" thick (S.I.No.11-a,P-51)	5442	2197.52	%Sft	119589
17	Cement pointing struck joints on wall. (S.I.No.19-a,P-52)	2567	1287.44	%Sft	33049
18	M/F steel grated doors complete with locking arrangement angle iron frame 2"x2" 3/8 & 3/4" sq. bars 4" centre to centre. (S.No.23,P-91)	24	726.72	P.Sft	17441
19	P/L 1" thick topping C.C (1:2:4) i/c surface finishing & dividing into pannels. (2"thick) (S.I.No.16,P-41).	1214	2548.29	%Sft	30936
	3"thick	818	4411.82	%Sft	36089
20	Making notice board with cement (S.I.No.1,P-94)	64	58.11	P.Sft	3719
21	2-coats of bitumen laid hot using 34 lbs per %sft over roof & blinded with sand one Cft per %Sft. (S.I No.13 P-34)	1214	1887.40	%Sft	22913
22	White washing 3-coats.(S.I.No.26-b,P-53)	1244	829.95	%Sft	10325
23	Primary coat of chalk under distemper (S.I.No.23,P-53)	2803	442.75	%Sft	13677
24	Distemping 3 coats. (S.I.No.24-c,P.No.53)	3089	1079.65	%Sft	33350
25	Colour washing 2-coats.(S.I.No.25-b,P-53)	4646	859.90	%Sft	39951
26	Preparing surface and painting of doors and windows any type new surface 3-coats (S.I.No.5-c,(i+ii) P-69)	326	2116.41	%Sft	6899

**CONTRACTOR**

**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

27	Preparing surface painting guard bars gates iron bars grating railing including standard brasses etc in similar open work new surface. 3-coats. (S.I No. 5 (d) i+ii P/69).	48	1270.83	%Sft	610
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Total Rs:- 1865622

Part-B W/S & S/F

1	P/F orisa type white or colour glazed earthen ware w.c pan i/c cost of flushing cistern with internal fitting W.C not less than 18" clear opening b/w flushing rims & 3-gallons flushing tank with 4" earthen ware trap & plastic thumble.(S.I.No.1(B-ii))	2	Each	4846.60	9693
2	S/Fixing concealed tee-stop cock of superior quality with c.p head 1/2" dia (S.I.No.12-b,P-18)	2	Each	843.90	1688
3	S/F of long bib cock of superior quality with c.p head 1/2" dia.(S.I.No.13-a,P-19)	2	Each	1109.46	2219
4	P/F handle valve (China) 3/4"dia (S.I.No.5,P-17)	2	Each	271.92	544
5	Boring for tube well in all water bearing soils from ground level upto 100' or 30.5 meter depth i/c sinking & with drawing of casing pipe. (S.I.No.0,P.No.41) 3"dia	50	P.Rft	160.00	8000
6	Providing R.C.C pipe 6"dia with collars class-B & digging the trenches to require depth & fixing inposition i/c cutting,fitting & jointing with maxaphalt composition & cement mortar 1:1 & testing with water pressure to a head of 4' above the top of the highest pipe & refilling with excavated stuff.(S.I.No.2,P-23)	6	P.Rft	199.25	1196
7	P/L UPVC pressure pipes of class-B equivalent fixing in trench i/c with Z-Joint with 1 rubber ring i/c testing with water to a head 61 meter or 200 ft (S.I.No.1-b,P.No.22 PH.Schedule)	6	P.Rft	137.00	822
8	Providing G.I pipes specials and clamps etc i/c fixing cutting and fittings complete with and i/c the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white zink paint with pigment to match. (S.I.No.1,P-14)	15	P.Rft	95.79	1437
	1"	50	P.Rft	128.55	6428
	1/2"	12	P.Rft	73.21	879
9	P/F Water pumping set with diamond motor & pump 1 H.P 1400 RPM single phase 220 volts 2"x1-1/2" suction & delivery 40ft head i/c base plate & also making C.C 1:3:6 plateform of required base size & fixing nuts & bolts etc compete in all respects.(R.A approved)	1	Each	18470.00	18470

Total Rs:- 51376

Part:A+B Total Rs:- 1916998

**CONTRACTOR**

**Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.**

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of Item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

(19)

Rs. 0.100 cm)

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 1.5 MILLION)


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



## BIDDING DOCUMENT

(This section should be filled in by the Engineer/Procuring Agency before Issuance of the Bidding Documents).

- (a). Name of Procuring Agency Executive Engineer, Education Works Division  
SHAHEED BENAZIRABAD.
- (b). Brief Description of Works Constt./Addition of C/Rooms & Providing  
Missing facilities & Rehabilitation of Existing Primary Schools  
of Tal: Sakr and Q. Ahmed distt: SBA, @GPS Mehran Ali Sangrah (Eht.)  
(Electric work)
- (c). Procuring Agency's address:- @ Khoja Garden Nawabshah
- (d). Estimated Cost:- 0.100
- (e). Amount of Bid Security:- 2000/- 2% (fill in lump sum amount  
Or in % age of bid amount/ estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- 90 days
- (g). Security Deposit:- 5000/-  
(in % age of bid amount/stimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 3000/- 3%
- (i). Deadline for Submission of Bids along with time:- 12.00 Noon  
OFFICE OF AEN, EDUCATION WORKS DIV: SBA
- (j). Venue, Time, and date of bid Opening:- @ KHOJA GARDEN NAWABSHAH.  
1.00 PM
- (k). Time for Completion from written order of commerce:- (70 days)
- (L). Liquidity damages:- \_\_\_\_\_ (0.05 of Estimated cost or Bid cost  
Per day of delay, but total not exceeding 10%).
- (m). Deposit Reciept No: \_\_\_\_\_
- (n). Dr. No: & Date \_\_\_\_\_ Date \_\_\_\_\_ Rs. 500/-
- (o). Rate quoted by contractor \_\_\_\_\_ above /below schedule items  
Rs: \_\_\_\_\_ & non Schedule items Rs. \_\_\_\_\_ Total Tender  
Cost Rs. \_\_\_\_\_

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

**CONTRACTOR**

## 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.

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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% or the same conditions in all respects on which he agreed to do them in the

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

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

**Clause-10: Quality Control.**

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

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

**Clause - 11:**

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

**Clause - 12: Examination of work before covering up.**

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

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



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

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

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


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

**Clause --18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

## Schedule (B)

Name of Work:

Construction of / Addition of class rooms PROVIDING MISSING FACILITON AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S Mohram Ali Sangrah TALKA. Qazi M. A. Electric Work. Rehabilitation

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel Patti on surface as required.  
(S.1. 129 P-No. 15).

21, Point 910/= P-Point 19110/=

- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).

04 Points 742/= P-Point 2968/=

- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).

50, Meter 118/= P.Mtr: 5900/=


- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor 3/4" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).

95, Meter 341/= P.Mtr: 32395 /=

- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).

21, Nos: 54/= P.No: 1134/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
6-	Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).	04 Nos:	80/=	P.No:	320 /=
7-	Providing & Fixing Brass pendant lamp holder B ceiling Rose. ( S.I.No: 228, Page No: 33 ).	11,Nos:	74/=	P.No:	814/=
8-	Providing & Fixing Baklite ceiling Rose with two terminals B ceiling Rose. ( S.I.No: 288, Page No: 33 ).	03 Nos:	72/=	P.No:	216/=
9-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).	04 Nos:	916/=	P.No:	3664/=
10-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).	01 Nos:	2456/=	P.No:	2456/=
11-	P/F 3.pin 5.Amps plug & socket flush type . (S.I .No ; 226-A P/-33).	01,Nos:	151/=	P.No:	151/=
12-	Providing & Fixing Brass ceiling fan 48" ( good quality S. fan. ( S.I.No: 234, Page No: 34 ).	06,Nos:	3185/=	P.No:	<u>19110/-</u>
					Total Rs: 88238/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

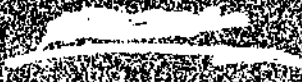
S/NO 20 = 1.080 M.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(for Contracts Costing up to Rs. 2.5 MILLION)



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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.




## BIDDING DOCUMENT

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>GBPS PADD</b> <b>Taluka Qazi Ahmed (Rehabilitation)</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>1.080 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>21,600/-</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>54,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>32,400/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender Rs: 1500/-</i>
(o) Rate quoted by contractor  _____ above/below  schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 be 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.

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

**Clause - 11:**

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

**Clause - 12: Examination of work before covering up.**

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

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

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

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

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


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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad




**Schedule-B**

**NAME OF WORK:** CONSTRUCTION/ADDITION OF CLASS ROOM, PROVIDING MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND AND QAZI AHMED DISTRICT SHAHEED BENAZIRABAD UNDER PAK MDGS COMMUNITY DEVELOPMENT PROGRAMME (2014-15) REHABILITATION OF @ GBPS PADD TALUKA QAZI AHMED.

<u>S.No</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering ramming lead upto 5 feet. (S. .No.18-b,P-4)	493	3176.25	%cft	1566
2	Cement concrete brick or stone ballast 1-1/2 to 2 guage (Ratio 1:5:10) (S.I.No.4-c,P-14).	455	8694.95	%cft	39560
3	Pacca brick work in foundation and plinth cement sand mortar ratio 1:6. (S.I.No.4-(i)e,P-20).	404	11948.36	%cft	48271
4	Pacca brick work in ground floor cement sand mortar 1:6. (S.I.No.5-e,P-20)	54	12674.36	%cft	6844
5	Filling watering ramming new earth excavated outside lead upto 1 chain and lift upto 5' (S.I No. 22 / P-4)	929	3630.00	%cft	3372
6	R.C.C work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curring rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slabe beam coloum raft lintel and other structure member laid in situ are precast laid in position complete in all respects (S.I No.6 (a)(i) P-15)	58	337.00	p.cft	19546
7	Fabrication of mild steel reinforcement including cutting bending laying making joints in fastering including the cost of binding wire also removal of the rust from walls (S.I No.8 (b) P-16)	2.59	5001.7	p.cwt	12949
8	Cement plaster 1:6 upto 12' height 1/2" thick (S.I.No.13-b,P-15)	156	2206.60	%Sft	3442
9	Cement plaster 1:4 upto 20 feet height 3/8" thick (S.I.No.11-a,P-51)	156	2197.52	%Sft	3428
10	P/L 1" thick topping C.C (1:2:4) i/c surface finishing & dividing into pannels. (2"thick) (S.I.No.16,P-41)	240	3275.50	%Sft	7861
	3"thick	860	4411.82	%Sft	37942


**CONTRACTOR**

  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.

11	P/L of approved with glazed tile 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I.No.24,P-42)	72	27678.86	%Sft	19929
12	White Glazed tiles 1/4" thick dado jointed in white cement & laid over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I.No.37,P-44)	263	28253.61	%Sft	74307
13	First class deoder wood wrought joinery in doors in windows wtc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats handles and cards with hooks etc. (only shutte) 1 3/4" thick (S.I.No.7-b,P-57)	298	902.93	P.Sft	269073
14	P/L sir gtle layerd of polythin sheet 0.13mm thick for water proofir g as per specification & instruction of Engineer Incharge. (S.I.No.38,P-37)	1260	10.70	P.Sft	13482
15	Earth filling over roof i/c watering,ramming with 1" mud plaster finishing with gobri leeping.(a) 3"thick earth filling & 1"thick mud plaster. (S.I.No.11-a,P#34)	1260	734.14	%Sft	9250
16	White washing 3-coats.(S.I.No.26-b,P-53)	1041	829.95	%Sft	8640
17	Primary coat of chalk under distemper (S.I.No.23,P-53)	3379	442.75	%Sft	14961
18	Distemping 3 coats. (S.I.No.24-c,P.No.53)	3379	1079.65	%Sft	36481
19	Colour washing 3-coats.(S.I.No.25,P-53)				
	A) 2-Coats	3074	859.90	%Sft	26433
	B) 1-Coat	2370	443.27	%Sft	10505
20	Preparing surface and painting of doors and windows any type new surface 3-coats (S.I.No.5-c,(i+ii) P-69)	796	2116.41	%Sft	16847
21	Preparing surface painting guard bars gates iron bars grating railing including standard brasses etc in similar open work new surface. 3-coats. (S.I No. 5 (d) i+ii P/69).	538	1270.83	%Sft	6837
22	P/L 3/8" thick marble tiles of approved quality and colour and shade size 8"x4"/6"x4" in dado skirting and facing removal/tucking of existing plaste surface etc. Over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement over mortar base i/c filing the joints and washing the tiles with white cement slurry, currint finishing cleaning and(S.I.No.68,(i)P-48)	1230	186.04	P.Sft	228829

Total Rs: 920355

**CONTRACTOR**

  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.

**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

(21).

Rs. 0.11.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 25 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.

# BIDDING DOCUMENT

21

(This section should be filled in by the Engineer/Procuring Agency before Issuance of the Bidding Documents).

- (a). Name of Procuring Agency Executive Engineer, Education Works Division  
SHAHEED BENAZIRABAD.
- (b). Brief Description of Works Constt./Addition of C/Rooms & Providing  
Missing facilities & Rehabilitation of Existing Primary Schools  
of Tal: Sakrand & Q. Anmed Distt: SBA. @ GERS Padd (Electric work)
- (c). Procuring Agency's address:- @ Khoja Garden Nawabshah
- (d). Estimated Cost:- 1500 0.100
- (e). Amount of Bid Security:- 2000/- 2% (fill in lump sum amount  
Or in % age of bid amount/ estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- (90 days)
- (g). Security Deposit:- 5000/-  
(in % age of bid amount/estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 3000/- 3%
- (i). Deadline for Submission of Bids along with time:- 12.00 Noon  
OFFICE OF AEN, EDUCATION WORKS DIV: SBA.
- (j). Venue, Time, and date of bid Opening:- @ KHOJA GARDEN NAWABSHAH.  
1.00 PM
- (k). Time for Completion from written order of commerce:- 70 days
- (L). Liquidity damages:- (0.05 of Estimated cost or Bid cost  
Per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No. \_\_\_\_\_
- (n). Dr. No: & Date \_\_\_\_\_ Date \_\_\_\_\_ Rs. 500/-
- (o). Rate quoted by contractor \_\_\_\_\_ above /below schedule items  
Rs: \_\_\_\_\_ & non Schedule items Rs. \_\_\_\_\_ Total Tender  
Cost Rs. \_\_\_\_\_

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

**CONTRACTOR**

## 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.
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  - (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.

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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% or 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.

  
Divisional Accountant  
General Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

## Schedule (B)

**Name of Work:** Construction of / Addition of class rooms PROVIDING MISSING FACILITATION AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S PADD Rehabilitation TALKA ~~Qazi Ahmed~~ Electric Work.

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel Patti on surface as required.  
(S.1. 129 P-No. 15).

21, Point      910/= P-Point      19110/=

- 2- Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.  
(S.1. No.130 P-No.15).

04 Points      742/= P-Point      2968/=

- 3- Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).

50<sub>2</sub>Meter      118/= P.Mtr:      5900/=

- 4- Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm<sup>2</sup>) copper conductor 3/4" dia PVC Conduit in the well or column as required.  
(s.1. No. 12 P-No.2).

95, Meter      341/= P.Mtr:      32395 /=

- 5- Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).

21,Nos:      54/= P.No:      1134/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
6-	Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).	04 Nos:	80/=	P.No:	320 /=
7-	Providing & Fixing Brass pendant lamp holder B ceiling Rose. ( S.I.No: 228, Page No: 33 ).	11,Nos:	74/=	P.No:	814/=
8-	Providing & Fixing Baklite ceiling Rose with two terminals B ceiling Rose. ( S.I.No: 288, Page No: 33 ).	03 Nos:	72/=	P.No:	216/=
9-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).	04 Nos:	916/=	P.No:	3664/=
10-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).	01 Nos:	2456/=	P.No:	2456/=
11-	P/F 3.pin 5.Amps plug & socket flush type . (S.I.No ; 226-A P/-33).	01,Nos:	151/=	P.No:	151/=
12-	Providing & Fixing Brass ceiling fan 48" ( good quality S. fan. ( S.I.No: 234, Page No: 34 ).	06,Nos:	3185/=	P.No:	19110/-
					Total Rs: 88238/=

CONTRACTOR


  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD



Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
<b><u>PART-B " Non-Schedule Items</u></b>					
1.	<i>P/F Energy saver superior quality i/c fixing on existing Holder etc complete</i>	15-Nos		P.No	
2.	<i>P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp</i>	04-Nos		P.No	
3.	<i>Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.</i>	06-Nos		P.No.	
4.	<i>Fixing of A.C ceiling fans regulator on SW Board.</i>	06-Nos		P.No.	
5.	<i>P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof</i>	06-Nos.		P.No.	

Total Part (B) Rs:

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)


----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

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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.

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

(This section should be filled-in by the Engineer/Procuring Agency before issuance of the Bidding documents).

### Tender Issued to :-

(a) Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
(b) Brief Description of Works	Construction/Addition of Class Rooms, Providing Missing facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Qazi Ahmed District Shaheed Benazirabad at <b>G.B.P.S</b> <b>Hashim Solangi (C/B C/Wall &amp;</b> <b>L.Block , Taluka Qazi Ahmed</b>
(c) Procuring Agency's address	At Khoja Garden Nawabshah.
(d) Estimated cost	<b>2,000 (m)</b>
(e) Amount of Bid security 2% (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	<b>40,000</b>
(f) Period of Bid Validity	90-Days
(g) Security Deposit (in %age of Bid amount/Estimated cost equal to 10%)	Rs. <b>100,000/-</b>
(h) Percentage, if any to be deducted from bills.	3% Rs. <b>60,000/-</b>
(i) Dead line for submission of Bids alongwith time	@ 12: Noon
(j) Venue, Time and date of bid opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah @ 1: P.M
(k) Time for completion from written order of commerce	70 Days
(l) Liquidity damages (0.05 of estimated cost or bid cost per day of delay, but total not exceeding 10%)	
(m) Deposit Receipt No.	
(n) D.R No. & Date	<i>Tender fee Rs. 2000/-</i>
(o) Rate quoted by contractor  _____ above/below  Schedule items Rs. _____ &  Non-Schedule Items Rs. _____  Total Tender cost Rs. _____	

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

### Conditions of Contract

**Clause - 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.


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

**Clause -18: Financial Assistance /Advance Payment.**

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


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

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

  
**Divisional Accountant**  
**Divisional Accounts Office**  
**(EDUCATION WORKS)**  
**Works & Services**  
**Distt: Shaheed Benazir Abad**

Contractor


Executive Engineer/Procuring Agency

  
**Executive Engineer**  
**Education Works Division**  
**Shaheed Benazir Abad**

**Schedule-B**

**NAME OF WORK:** CONSTRUCTION/ADDITION OF CLASS ROOM, PROVIDING MISSING FACILITIES & REHABILITATION OF EXISTING PRIMARY SCHOOLS OF TALUKA SAKRAND AND QAZI AHMED DISTRICT SHAHEED BENAZIRABAD UNDER PAK MDGS COMMUNITY DEVELOPMENT PROGRAMME (2014-15) 1-CLASS ROOM, C/WALL & LAV: BLOCK @ GBPS HASHIM SOLANGI TALUKA QAZI AHMED.

S.No	DESCRIPTION	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering ramming lead upto 5 feet. (S.I.No.18-b,P-4)	1618	3176.25	%oCft	5298
2	Cement concrete brick or stone ballast 1-1/2 to 2 guage (Ratio 1:5:10) (S.I.No.4-c,P-14).	1072	8694.95	%Cft	93210
3	Pacca brick work in foundation and plinth cement sand mortar ratio 1:6. (S.I.No.4-(i)e,P-20).	1861	11948.4	%Cft	222359
4	R.C.C work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curring rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slabe beam coloum raft lintel and other structure member laid in situ are precast laid in position complete in all respects (S.I No.6 (a)(i) P-15)	675	337.00	P.Cft	227475
5	Fabrication of mild steel reinforcement including cutting bending laying making joints in fastening including the cost of binding wire also removal of the rust from walls (S.I No.8 (b) P-16)	32.339	5001.70	P.cwt	161750
6	D.P.C with (cement sand & Shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick (S.I.#28©,P-18)	215	4982.18	%Sft	10712
7	Filling watering ramming earth in flooring earth surplus from foundation lead upto one chain and lift upto 5' (S.I No.21 P-4)	706	1512.50	%oCft	1068
8	Filling watering ramming new earth excavated outside lead upto 1 chain and lift upto 5' (S.I No. 22 / P-4)	1210	3630.00	%oCft	4392
9	S/F sand under floor & plugging in walls (S.I.No.29,P-No:25)	218	1141.25	%Cft	2488
10	Pacca brick work in ground floor cement sand mortar 1:6. (S.I.No.5-e,P-20)	1441	12674.4	%Cft	182638
11	Pacca brick work in other than building i/c striking of joints upto 20' height in cement sand mortar. (S.I.No.7-e,P-21)	550	12346.7	%Cft	67907

  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.

CONTRACTOR

12	Providing and fixing G.I frames / chowkhats of size 7"x2" or 4 1/2"x3" for Door using 20 guage. G.I sheet i/c welded hinges and fixing at site with necessary hold fasts. Filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing. (S.I No.28 P-92)	18	228.90	P.Rft	4120
	Windows	71	240.50	P.Rft	17076
13	S/F in position iron/steel grill of 3/4" x 1/4" size flat iron of approved design i/c painting 3 coats etc, complete (Weight not to be less than 3.7Lbs/Sq.Foot of finished grill.) (S.I No.26, P-92)	43	180.50	P.Sft	7762
14	1st class deoder wood wrought joinery in doors in windows wtc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats handles and cards with hooks etc. (only shutter) 1-3/4" thick (S.I.No.7-b,P-57)	97	902.93	P.Sft	87584
15	Cement concrete plain including placing compacting finishing and curing complete i/c screening and washing of stone aggregate without suttering a ratio 1:3:6 ( S.I No. 5 h P-15)	83	12595.00	%Cft	10454
16	P/L 3/3" thick marble tiles of approved quality and colour and shade size 8"x4"/6"x4" in dado skirting and facing removal/tucking of existing plaste surface etc. Over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement over mortar base i/c filing the joints and washing the tiles with white cement slurry, currint finishing cleaning and (S.I.No.68,(i)P-48)	570	186.04	P.Sft	106043
17	L/F of approved with glazed tile 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (S.I.No.24,P-42)	74	27678.86	%Sft	20484
18	White Glazed tiles 1/4" thick dado jonted in white cement & laid over 1:2 cement sand moortar 3/4" thick i/c finishing. (S.I.No.37,P-44)	111	28253.61	%Sft	31362
19	M/F steel grated doors complete with locking arrangnment angle iron frame 2"x2" 3/8 & 3/4" sq; bars 4" centre to centre. (S.No.23,P-91)	60	726.72	P.Sft	43603
20	P/L 1" thick topping C.C (1:2:4) i/c surface finishing & dividing into pannels. (2"thick) (S.I.No.16,P-41).	1548	3275.50	%Sft	50705
21	Cement plaster 1:6 upto 12' height 1/2" thick (S.I.No.13-b,P-15)	4620	2206.60	%Sft	101945
22	Cement plaster 1:4 upto 20 feet height 3/8" thick (S.I.No.11-a,P-51)	4620	2197.52	%Sft	101525

CONTRACTOR

  
Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.


23	Cement plaster 1:4 upto 12' height 3/4" thick. (S.I.No.11-c,P-51)	427	3015.76	%Sft	12877
24	Making notice board with cement (S.I.No.1,P-94)	32	58.11	P.Sft	1860
25	Cement pointing struck joints on wall. (S.I.No.19-a,P-52)	2288	1287.44	%Sft	29457
26	2-coats of bitumen laid hot using 34 lbs per %sft over roof & blinded with sand one Cft per %Sft. (S.I.No.13 P-34)	742	1887.40	%Sft	14005
27	White washing 3-coats.(S.I.No.26-b,P-53)	763	829.95	%Sft	6333
28	Colour washing 2-coats.(S.I.No.25-b,P-53)	4420	859.90	%Sft	38008
29	Primary coat of chalk under distemper (S.I.No.23,P-53)	2051	442.75	%Sft	9081
30	Distemping 3 coats. (S.I.No.24-c,P.No.53)	2051	1079.65	%Sft	22144
31	Preparing surface and painting of doors and windows any type new surface 3-coats (S.I.No.5-c,(i+ii) P-69)	234	2116.41	%Sft	4952
32	Extra about for making cement plaster pattas/band around straight or carved openings and around the edges of roof slabs, the width not less than 6" with fine finishing as directed by Engineer incharge.(S.I.No.35,P-54)	854	19.36	P.Rft	16533
33	Preparing surface painting guard bars gates iron bars grating railing including standard brasses etc in similar open work new surface. 3-coats. (S.I.No. 5 (d) i+ii P/69).	120	1270.83	%Sft	1525

Total Rs 1718735

PART B 51376

Cs. Total Rs. 1770111

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**




Part-B (W/S & S/F)

1	P/F orisa type white or colour glazed earthen ware w.c pan i/c cost of flushing cistern with internal fitting W.C not less than 19" clear opening b/w flushing rims & 3-gallons flushing tank with 4" earthen ware trap & plastic thumble. (S.I.No.1(B-II))	2	Each	4846.60	9693
2	S/Fixing concealed tee-stop cock of superior quality with c.p head 1/2" dia (S.I.No.12-b,P-18)	2	Each	843.90	1688
3	S/F of long bib cock of superior quality with c.p head 1/2" dia.(S.I.No.13-a,P-19)	2	Each	1109.46	2219
4	P/F handle valve (China) 3/4"dia (S.I.No.5,P-17)	2	Each	271.92	544
5	Boring or tube well in all water bearing soils from ground level upto 100' or 30.5 meter depth i/c sinking & with drawing of casing pipe. (S.I.No.0,P.No.41) 3"dia	50	P.Rft	160.00	8000
6	Providing R.C.C pipe 6"dia with collars class-B & digging the trenches to require depth & fixing inposition i/c cutting,fitting & jointing with maxaphalt composition & cement mortar 1:1 & testing with water pressure to a head of 4' above the top of the highest pipe & refilling with excavated stuff. (S.I.No.2,P-23)	6	P.Rft	199.25	1196
7	P/L UPVC pressure pipes of class-B equivalent fixing in trench i/c with Z-joint with 1 rubber ring i/c testing with water to a head of 1 meter or 200 ft (S.I.No.1-b,P.No.22 PH.Schedule)	6	P.Rft	137.00	822
8	Providing G.I pipes specials and clamps etc i/c fixing cutting and fittings complete with and i/c the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white zink paint with pigment to match. (S.I.No.1,P-14)	14	P.Rft	95.79	1417
	1"	50	P.Rft	128.55	6428
	1/2"	12	P.Rft	73.21	879
9	P/F Water pumping set with diamond motor & pump 1 H.P 1400 RPM single phase 220 volts 2"x1-1/2" suction & delivery 40ft head i/c base plate & also making C.C 1:3:6 platform of required base size & fixing nuts & bolts etc complete in all respects.(R.A approved)	1	Each	18470.00	18470

Total Rs: 51376

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

### BILL OF QUANTITIES

(A)-Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of Item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

*[Signature]*  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.

  
Divisional Accountant  
Educational Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Educational Works Division  
Shaheed Benazir Abad

(23)

**Schedule (B)****Name of Work:**


**Construction of / Addition of class rooms PROVIDING MISSING FACILITON AND REHABILITATION OF EXISTING P/S OF TALUKA SAKRAND /QAZI AHMED DISTT S.B.A. AT G.B.P.S Hashim Solangi TALKA . Qazi Ahmad Electric Work. 1.R, c/wall, & L. Block.**

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART- A "schedule Items**

- 1- **Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel patti on surface as required.**  
(S.1. 129 P-No. 15).
- 12 Point      910/= P-Point      10920/=
- 2- **Wiring for ight or fan point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required.**  
(S.1. No.130 P-No.15).
- 02 Points      742/= P-Point      1484/=
- 3- **Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).**
- 20,Meter      118/= P.Mtr:      2360/=
- 4- **Providing & lying (Main or Sub Main) PVC insulated with size 2-7/.044 (6mm2) copper conductor 3/4" dia PVC Conduit in the well or column as required.**  
(s.1. No. 12 P-No.2).
- 100,Meter      341/= P.Mtr:      34100/=
- 5- **Providing & Fixing one way SP 5amp switch flush type ( A flush type switches. ( S.I.No: 219, Page No: 33 ).**
- 12,Nos:      54/= P.No:      648/=
- 6- **Providing & Fixing two pin 5amps plug & Sockets A Flush type switches. ( S.I.No: 222, Page No: 33 ).**
- 02 Nos:      80/= P.No:      160 /=

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**  
**EDUCATION WORKS DIVISION**  
**SHAHEED BENAZIRABAD**

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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7- Providing & Fixing Brass pendant lamp holder B ceiling  
Rose. ( S.I.No: 228, Page No: 33 ).

05,Nos: 74/= P.No: 370/=

8- Providing & Fixing Baklite ceiling Rose with two terminals B ceiling  
Rose. ( S.I.No: 288, Page No: 33 ).

03\_Nos: 72/= P.No: 216/=

9- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).

03,Nos: 916/= P.No: 2748/=

10- Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp  
(TB-5S) on prepared board as required. ( S.I.No: 204, Page No: 31 ).

01 No: 2456/= P.No: 2456/=

11- Providing & fixing voltmeter size 96/96 mm 500 volts as required.  
( S.I.No: 285, Page No: 41 ).


1,No: 999/= P.No: 999/=

12-Providing & Fixing Brass ceiling fan 48" ( good quality S. fan.  
( S.I.No: 234, Page No: 34 ).

03,Nos: 3185/= P.No: 9555/-

Total Rs: 66016/=

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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**PART-B " Non-Schedule Items**

1. P/F Energy saver superior quality i/c fixing on existing Holder etc complete .  
09-Nos. P.No.
2. P/F Wall breaker light fancy type superior quality i/c Necessary electric connection on wall or ceiling etc comp  
04-Nos. P.No.
3. Errection of ceiling fans i/c wiring of down rod with 1/1.113 3/.029 pvc wire in fixing on regulator blade Canopy etc as required.  
03-Nos. P.No
4. Fixing of A.C ceiling fans regulator on SW Board.  
03-Nos. P.No.
5. P/F Milled steel bar fan clamps 15.8mm (5/8" dia suitable For RCC roof  
03-Nos P.No

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Total Part (B) Rs:

CONTRACTOR

  
EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD

**BILL OF QUANTITIES**

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

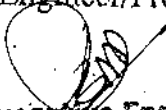
\_\_\_\_\_ % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.



SNO= 24 = Rs= 67. M

# SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS


(For Contracts (Small) amounting between Rs. 2.5 million to Rs. 50 million)

# BIDDING DOCUMENT

Tender Issued to Mr; M/S


(This section should be filled in by the Engineer/Procuring Agency before Issuance of the Bidding Documents).

- (a). Name of Procuring Agency Executive Engineer, Education Works Division  
SHAHEED BENAZIRABAD.
- (b). Brief Description of Works Pak MDGs Community Deves Progs 2014/2015  
Extensi on Labour Room & Reh balitation of Mai kitchen of Peoples  
Med ical College Hospital Nawabs Hah C. work
- (c). Procuring Agency's address:- @ Khoja Garden Nawabshah
- (d). Estimated Cost:- 6.700 (m)
- (e). Amount of Bid Security:- 134000/- 2% (fill in lump sum amount  
Or in % age of bid amount/ estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- (90 days)
- (g). Security Deposit:- 5% 335,000/-  
(in % age of bid amount/stimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 3% Rs: 201,000/-
- (i). Deadline for Submission of Bids along with time:- 12.00 Noon
- (j). Venue, Time, and date of bid Opening:- OFFICE OF XEN, EDUCATION WORKS DIV: SBI.  
@ KHOJA GARDEN NAWABSHAH.  
1.00 P.M.
- (k). Time for Completion from written order of commerce:- 70 Days
- (L). Liquidity damages:- 0.05 of Estimated cost or Bid cost  
Per day of delay, but total not exceeding 10%.
- (m). Deposit Reciept No: \_\_\_\_\_
- (n). Dr. No: & Date \_\_\_\_\_ Date \_\_\_\_\_ Rs. 3000/-
- (o). Rate quoted by contractor \_\_\_\_\_ above /below schedule items  
Rs: \_\_\_\_\_ & non Schedule items Rs. \_\_\_\_\_ Total Tender  
Cost Rs. \_\_\_\_\_

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

**CONTRACTOR**

## CONDITIONS OF CONTRACT

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.



**INSTRUCTIONS TO PROCURING AGENCIES**  
**(Not to be included in Bidding Documents)**

**A. Basis of Documents**

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

**B. Contents of Documents**

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids

**CONFIDENTIAL**

- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

### C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate. <sup>1</sup>  
p-6
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

### D. Instructions to Bidders

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

#### E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

#### F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

#### G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

#### H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

**I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

**J. Drawings**

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

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## **INVITATION FOR BIDS**

**OFFICE OF THE EXECUTIVE ENGINEER, EDUCATION WORKS DIVISION,  
DISTRICT SHAHEED BENAZIR ABAD @ KHOJA GARDEN NAWABSHAH**

Telephone No. 0244-9370161,

E-Mail ewdsba1@hotmail.com

NO. XEN/EWD/SBA/TC/G-55/ 385 SBA

DATED 01-04-2015

**NOTICE INVITING TENDERS**

Sealed tenders are invited from the interested Persons / Supplier /Companies / Firms as per SPPRA Rules 2010 on Standard Bidding Documents (SBDs) for following works:-

**CONDITIONS**

01. The blank tender forms will be issued on receipt of applications on schedule as given below. In case of holiday or Authority is out of head quarter the submission shall be on next working day upto 12:00 Noon and will be opened at 1:00 P.M on same day.
02. All the interested Persons/Suppliers/Companies/Firms are required to submit the earnest money for amount shown against each work in the shape of Call Deposit/Pay Order from the Scheduled Bank in the name of undersigned at the time of submitting the tenders.
03. All the interested Persons/Suppliers/Companies/Firms shall not be allowed to withdraw his/their bid/bids or ask for return of bid security during the bid validity period, otherwise bid security shall be forfeited.
04. Tender forms/documents can be had from this office situated at Khoja Garden Nawabshah on payment of the cost of tender fee shown against each work in cash (Non-refundable) or can be downloaded from the authority website and tender fee will be paid in office through hand cash.
05. The Competent Authority may reject all or any tender at any time prior to the acceptance of tender/bid subject to the relevant provision of SPPRA Rules.
06. Conditional Tenders will not be entertained.
07. Contractor must be registered with "Federal Board of Revenue" as well as with "Sindh Board of Revenue" in (i) Income Tax & (ii) Sales Tax and must provide valid copy of certificate & taxes will be deducted from their bills if applicable.
08. Undertaking on stamp paper that firm is not involved in any kind of litigation, departmental rift, abandoned or unnecessary delay in completion of any work in the Govt. and as well as in private organizations".

S.No.	Place, Date & Time of Issuing Blank Tender Forms	Place, Date & time of Opening Sealed Tenders
01	Blank tender forms will be issued on receipt of applications from Office of the Executive Engineer, Education Works Division Shaheed Benazir Abad situated at Khoja Garden Nawabshah from the date of floating tenders in newspapers upto <u>22.04.2015</u> during office hours and will be received back in same office on <u>23.04.2015</u> upto 12:00 Noon.	Sealed Tenders will be Opened in the presence of Procurement Committee, Bidders or their authorized agents who may intend to present at Office Of the Executive Engineer, Education Works Division, Shaheed Benazir Abad, situated at Khoja Garden Nawabshah On <u>23.04.2015</u> at 1:00 P.m.

**Note:-** In case of un-responded works the next date of issue, received back and opening of tenders shall be 04.05.2015 and 05.05.2015 respectively.

Other Terms & Conditions will remain same.

Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**Copy f.w.cs to:-**

1. The Director (Adv:) Public Relation Department, Govt. Of Sindh, Secretariat Block No. 96 Karachi, for Publication in three newspapers only viz, one Sindhi, one Urdu and one English in respective languages instead of English language only as required under Rule 17(2) of SPPRA 2010.
2. The Secretary to Government of Sindh, Education & Literacy Department, Karachi.
3. The Director (A&F), Govt. Of Sindh, Sindh Public Procurement Regulatory Authority, Planning & Development Department, Karachi
4. The Deputy Commissioner. Shaheed Benazir Abad
5. The Superintending Engineer, Works & Services Shaheed Benazir Abad for information.
6. The District Education Officer, Shaheed Benazir Abad for information.
7. The Assistant Engineer, Education Works Sub-Division Nawabshah/Sakrand/Qazi Ahmed and Assistant Engineer, District Buildings Electrical Nawabshah for information, wide publicity and submission of detailed estimated within three days.
8. Copy to Head Clerk/Draftsman/Notice Board.

Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

**NOTICE INVITING TENDERS**

NO. XEN(EWD)/W&SD/TC/G-55/

385

Dated

01-04-2015

Sr #	Name of work	Taluka	Cost in Million	Earnest Money	Tender fee	Time for comp: in Days
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Pak MDGs Community Development Programme 2014-15

Construction / Addition of Class Rooms & Providing Missing Facilities and Rehabilitation of Existing Primary Schools of Taluka Sakrand & Kazi Ahmed District Shaheed Benazirabad

1	GBPS Mir Hassan Chandio (1-R)	Sakrand	1.060	21200	1500	70
2	Electric Work	Sakrand	0.080	1600	500	70
3	GBPS Mehrabpur (1-R & Rehabilitation)	Sakrand	1.350	27000	1500	70
4	Electric Work	Sakrand	0.080	1600	500	70
5	GBPS Jhando Mari (Rehabilitation)	Sakrand	0.925	18500	1500	70
6	Electric Work	Sakrand	0.100	2000	500	70
7	GGPS Mehrabpur (Rehabilitation)	Sakrand	2.600	52000	3000	70
8	Electric Work	Sakrand	0.100	2000	500	70
9	GGPS Allahdad Jamali (1-C/R & C/Wall)	Sakrand	1.780	35600	1500	70
10	Electric Work	Sakrand	0.080	1600	500	70
11	GGPS Mari Sabki (1-R, C/Wall, Lav: Block)	Sakrand	2.000	40000	2000	70
12	Electric Work	Sakrand	0.080	1600	500	70
13	GBPS Mohalla Ghullam Nabi Magsi (C/Wall & Lav: Block)	Sakrand	0.950	19000	1500	70
14	GBPS Allah Bux Dehyo (Rehabilitation)	Sakrand	0.930	18600	1500	70
15	GGPS Zaur Colony Sakrand (C/Wall & Lav: Block)	Sakrand	0.600	12000	750	70
16	GBPS Dittal Khan Leghari (Rehabilitation)	Q.Ahmed	1.200	24000	1500	70
17	Electric Work	Q.Ahmed	0.100	2000	500	70
18	GBPS Mehram Ali Sangrah (Rehabilitation)	Q.Ahmed	2.240	44800	2000	70
19	Electric Work	Q.Ahmed	0.100	2000	500	70
20	GBPS Padd (Rehabilitation)	Q.Ahmed	1.080	21600	1500	70
21	Electric Work	Q.Ahmed	0.100	2000	500	70
22	GBPS Hashim Solangi (1-R, C/Wall & Lav: Block)	Q.Ahmed	2.000	40000	2000	70
23	Electric Work	Q.Ahmed	0.080	1600	500	70

Extension of Labour Room & Rehabilitation of main kitchen of Peoples Medical College Hospital Nawabshah

24	Civil Works	Nawabshah	6.700	134000	3000	70
25	Electric Work	Nawabshah	0.750	15000	1500	70

  
 Executive Engineer  
 Education Works Division  
 Shaheed Benazirabad


**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

**Notes on the Instructions to Bidders**

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 not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

**CONTRACTS**

  
Executive Engineer  
Education Works & Services  
Sriheed Benazir Abad.

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## INSTRUCTIONS TO BIDDERS

(Note: *These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed.*)

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (iii) construction equipments;
  - (iv) qualification and experience of technical personnel and key site management;

**CONFIDENTIAL**

- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

### **IB.3 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;
  - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

**CONTRACTOR**

of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

#### **IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by an interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

#### **IB.8 Documents Comprising the Bid**

- 8.1 The Bid submitted by the bidder shall comprise the following:
  - (a) Offer /Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
  - (d) Bid Security furnished in accordance with IB.13.
  - (e) Power of Attorney in accordance with IB 14.5.
  - (f) Documentary evidence in accordance with IB.2(c) & IB.11
  - (g) Documentary evidence in accordance with IB.12.

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.



9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

#### **IB.10 Bid Prices, Currency of Bid and Payment**

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.


11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

**CONTRACTOR**

  
**Executive Engineer**  
Education Works & Services  
Sanaheen Sanaheen Abad.

### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### D. SUBMISSION OF BID

##### IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

### IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, -

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A). Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

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

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

**CONTRACT**

- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

#### **IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule 2(q);
- (i) — **Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) — **Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) — **Fraudulent Practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (v) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

### IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

### IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.


20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**



## 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.)

Name of Procuring Agency

Executive Engineer, Education Works Division,  
Shaheed Benazirabad.

Brief Description of Works

Extension of Labour Room & Rehabilitation of main kitchen of  
Peoples Medical College Hospital Nawabshah.

5.1 (a) Procuring Agency's address:

at Khoja Garden Nawabshah.  
Telephone No. & Fax 0244-9370161.

(b) Engineer's Address

Executive Engineer, Education Works Division,  
At Khoja Garden Nawabshah.  
Telephone & Fax No. 0244-9370161.

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:

(Insert required capabilities and documents)

i. Financial capacity:

ii. Technical capacity:

iii. Construction Capacity:

(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:- Amount of the bid security shall be 2% (2% of Bid price in PKR).

Period of Bid Validity shall be 90 Days.

14.4 Number of Copies of the Bid to be submitted: One original plus two photo copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Office of the Executive Engineer, Education Works Division, at Khoja Garden Nawabshah.

15.1 Deadline for Submission of Bids Time: As per invitation for Bid. Date:- As per invitation for Bid.

16.1 Venue: Office of the Executive Engineer, Education Works Division at Khoja Garden Nawabshah.

Date:- As per invitation for Bid.

Time:- As per invitation for Bid.

- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and (vi)

Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. *(Select either of them)*

- (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 12 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.

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

## **FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. \_\_\_\_\_

*(Name of Works)*

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address


Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

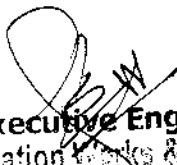
**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Sraheed Benazir Abad.**

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

**CONTRACTOR**

  
**Executive Engineer**  
Education Works & Services  
Sindh Benazir Abad.

SCHEDULE - A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

*\* [To be prepared by the Engineer/Procuring Agency]*

**CONTRACTS**

Chief Engineer  
Engineering Services  
Sindh Public Procurement Authority, Karachi



**PREAMBLE TO SCHEDULE OF PRICES**

**1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

**2. Description**

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

**3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d'Unites (SI Units).

*(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).*

**4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

## SCHEDULE - A TO BID

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- \*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

### 5. Bid Prices

#### 5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

#### 5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

### 6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	<b>(A) Building Work</b>	
1.	Civil works	
2.	Internal sanitary and water supply	
3.	Electrification	
4.	External Development works	
5.	Miscellaneous Items	
	<b>(B) Road Work.</b>	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	<b>(C) Public Health Engineering Works.</b>	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).		

**REGULATION**

## SCHEDULE "B"

Name of Schemes:- Pak MDGs Community Development Programme 2014-15 @ Extension of Labour Room &

Rehabilitation of Main Kitchen of Peoples Midecal College Hospital Nawabshah Distt: SBA

S.NO	Description	Measurement	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5ft. In ordinary soil. (SI, NO: 18 (b) P. 4)		3297.00			
			@	3176.25	%0cft	10472
2	Cement concrete brick or stone bllast 1½" to 2" gauge.(SI, NO: 4 P. 15) <u>Ratio 1:4:8</u>		1058.00			
			@	9416.28	%cft	99624
3	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) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or precast laid in position completed in all respects. 1:2:4. (SI, NO: 6i P. 19) <u>"A" Ratio 1:2:4</u>		2378.00			
			@	337.00	Psft	801386
	<u>"B" Ratio 1:1/2:3</u>		78.00			
			@	349.00	Psft	27222
4	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) Using Tor Bars. (SI, NO: 7 (b) P.20)		131.57			
			@	5001.70	P.cwt	658074
5	Pacca brick work in foundation and plinth in.1:6. (SI,NO: 4(I) e. P. 25)		415.00			
			@	11948.36	%cft	49586
6	Pacca brick work in ground floor in Cement sand mortar 1:6. (SI, NO: 5(I) e P. 25)		849.00			
			@	12674.36	%cft	107605
7	Filling watering and ramming earth under floor with new earth excavated from outside lead upto one chain and lift upto 5feet. (SI, NO: 22 P.5)		2524.00			
			@	3630.00	%0cft	9162
8	Cement plaster 1:6 upto 20" height.(b) ½" thick. (SI, NO: 13(b) P. 52)		5435.00			
			@	2206.60	%sft	119929
9	Cement plaster 1:4 upto 20" height.(a) ¾" thick. (SI, NO: 11(a) P. 52)		5435.00			
			@	2197.52	%sft	119435
10	Removing cement or lime plaster.(SI, NO: 53 P.14)		745.00			
			@	121.00	%sft	901

**CONTRACTOR**

  
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**Shaheed Benazir Abau.**


S.NO	Description	Measurement	Quantity	Rate	Unit	Amount
11	Removing door with chowkat. (SINO: 33-A, P.NO: 12)		1.0			
			@	142.18	P.No	142
12	Removing window and sky light with chowkats. (B, NO: 34)		4.00			
			@	102.85	P.No	411
13	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering.). (SI, NO: 5 (g) P.16) <u>Ratio 1:2:4</u>		337.00			
			@	14429.25	%cft	48627
14	Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels. (SI, NO: 16 P. 47) <u>2" thick:</u>		1551.00			
			@	3275.52	%sft	50803
15	Two coats of bitumen laid hot using 34 lbs for %sft over roof and blinded with sand at one Cft per % Sft. (SI, NO: 13 P.35)		1551.00			
			@	1887.40	%sft	29274
16	1st class deodar wood wrought. Joinery in doors and windows etc. fixed in position including chowkats hold fasts hinges, iron tower blts. Chocks cleats, handles and cords with hooks, etc. Deodar panelled or panelled and glazed or fully glazed. 1 3/4" thick. (SI, NO: 7(b) P.58) only shuttrs.		364.00			
			@	1273.76	P.sft	463649
17	Supplying & fixing in position iron / steel grill of 3/4" x 3/4" size flat iron of approved design including painting 3 coats etc. complete wight not to be less than 3.7 Lbs/sq foot of finished grill.(SI, NO: 26 P.93)		343.00			
			@	180.50	P.sft	61912
18	Galvanized wire guaze fixed to chowkats with 3/4" deodar stips and screws(SI,NO.14(d) P.67)		414.00			
			@	190.72	P.sft	78958
19	First Class Deoder wood wrought joinery work in wire guaze door and windows with 22 S.W.G Galvanized wire guaze 144 mesh per squire inch iron fitting complete. (a) 1 3/4" thick deoder wood framing including wire guaze with ordinary hinges. (b) 1 1/2" thick deoder wood framing including wire guaze with ordinary hinges. (S.I NO: 14 (b) Page: 59)		28.00			
			@	562.98	P.sft	15763
20	Providing & laying tiles matt & glazed or double glazed on wall or floor as well as facing required patterns & design & jointed with high bond of required base i/o washing & filling of joints with glurry of white cement & pigment in deside shape with finishing cleaning etc. complete.( 20"x20"x1/8" ).(RA)		6270.00			
			@	275.00	Psft	1724250

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Education Works & Services  
Shaheed Benazir Abad.

S.NO	Description	Measurement	Quantity	Rate	Unit	Amount
21	S/F in position Aluminium chanel framing for hinged doors or Alcop made with 5 mm thick tinted glass glazing (belgium) and Alpha (Japan) locks i/c handles stopprs etc. (Bronze)(SI,NO: 83-b P.108)		<u>56.00</u>			
			@	1507.66	P.sft	84429
22	S/F in position Aluminium chanel framing for windows & vetilators of Alcop made with 5 mm thick tinted glass glazing (belgium) & fly screen i/c handles stopprs & locking arrangement etc. complete.(SI,NO: 84-b P. 108)		<u>216.00</u>			
			@	1647.69	P.sft	355901
23	Pacca brick work in ground floor in Cement sand mortar 1:6. (SI, NO: 5(I)e P. 25)		<u>154.00</u>			
			@	13715.40	%cft	21122
24	Sundried brick to mud mortar (S.I.NO: P.NO: )		<u>20.00</u>			
			@	3925.63	%cft	785
25	Providing & fixing capsolo type Tanddore made up to mud misc burnt for laying meals around gass burner (Tandoore) (N.S.I)		<u>1.00</u>			
			@	3000.00	%cft	3000
26	Primary coat of chalk under distempering.(SI,NO: 23 P.54)		<u>3033.00</u>			
			@	442.75	%sft	13429
27	Distempering Three Coats.. (SI,NO: 24 (C) P.54)		<u>3033.00</u>			
			@	1079.65	%sft	32746
28	Preparing the surface & painting with Emulsion paint of approved make i/c rubbing the surface with sand paper, filling the voids with chalk / plaster of paris and then painting etc. complete. (New Surface) (SI,NO: 40 P. 62)		<u>7683.00</u>			
			@	2237.95	%sft	171942
29	Preparing the surface & painting with weather caot i/c running the surface with rubbing brick /sand paper filling the voids with chalk/plaster of paris & then painting with weather coat of approved make.(New Surface).2nd & subsequent coat.(SI,NO: 38 P. 56) <u>NEW SURFACE</u>		<u>2040.00</u>			
			@	2567.95	%sft	52386
30	Painting doors and windows any type.three coats. (SI,NO: 4(c/c) P. 70) <u>NEW SURFACE</u>		<u>452.00</u>			
			@	2116.41	%sft	9566
31	Dismanting cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same. (SI, NO: 20 P.10)		<u>285.00</u>			
			@	5445.00	%cft	15518
					<b>Total:-</b>	<b>5238009</b>

Contractor

  
 Executive Engineer  
 Education Works Division  
 Shaheed Benazirabad


## SCHEDULE "B" Part "B" Drainage

**Name of Schemes:- Pak MDGs Community Development Programme 2014-15 @ Extension of Labour**

**Room & Rehabilitation of Main Kitchen of Peoples Midcal College Hospital Nawabshah Distt: SBA**


S.NO	Description	Quantity	Rate	Unit	Amount
1	Excavation for pipe in trenches pits in soft soil i/c trimming and dressing to true alignment & shape leveling of beds of trenches to correct level & grade cutting joints holes providing fence guards lights, flage temporary crossing for non vehicular traffic where ever required lift upto 5 ft and lead upto one chain (PHE SINO 1,P-46) <u>0-5' depth</u>		3252.00		
			3600.00	%0Cft	11707
2	Excavation for pipe line in trenches pits in wet soail i/c clay or mud trimmiing and dressing sides to true alignment shape leveling of beds of trenches to correct level & grade cutting jonts holes i/c laying earth in 6" dia layer for construction of banks & banks dressing disposal of surplus earth within one chain as directed by Engineer incharge providing fence guard lights flags temporary crossing for non vehicular traffic where ever required lift upto 5 ft and lead upto one chain (PHE SINO: 14 P 48) "A" <u>Depth 0'-5' depth</u>		4878.00		
			5400.00	%0Cft	26341
	"B" <u>Dep:h 0'-5-8 depth</u>		2778.00		
			5950.00	%0Cft	16529
3	Providing R.C.C Pipe of ASTM, C-76-62, C-76-70 Class-II Wall-B & Fixing in trenches i/c cutting bending & jointing with rubber rings i/c testing water to specified pressure. (R.A) 12" dia		400.00		
			412.00	P.Rft	164800
4	Cement concrete plain including placing compcting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering.). (SI, NO: 5 P.18) "A" <u>Ratic 1:4:8</u>		170.00		
			11288.75	%cft	19191
	"B" <u>Ratio 1:2:4</u>		77.00		
			14429.25	%cft	11111
5	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) R.C. work in roof slab, beams columns rafts. Lintels and other structural members laid in situ or precast laid in position completed in all respects. 1:2:4. (SI, NO: 6i P. 19)		592.00		
			337.00	Psft	199504

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**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

S.NO	Description	Quantity	Rate	Unit	Amount
6	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) Using Tor Bars. (SI, NO: 7 (b) P.20)		23.78		
			<u>23.78</u>		
			5001.70	P.cwt	118940
			<u>24.50</u>		
			6985.00	Pcwt	171133
7	Providing & fixing C.I main Hole Cover with frame i/c cost of material complete. (PHE, SINO: 1P.23)				
			<u>8.00</u>		
			1881.18	Each	15049
8	Manufacturing & suppling R.C.C main Hole covers cost in 1:2:4 concrete ratio 4" deep @ center reinforced with 1/2" dia tor bar steel @ 3" C/C welded to 1/4" thick 3" deep M.S plate i/c curring stacking & transportation @ site of Work (R.A)				
			<u>7317.00</u>		
			2760.00	%0cft	20195
				Total:-	774498
9	Refilling the excavated staff in trenches in 6" thick i/c cutting ramming to full compection etc complete. (PHE, SINO 24, P-53)				

Contractor

  
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 Education Works Division  
 Shaheed Benazirabad




## SCHEDULE "B" W/S & S/F

Name of Schemes:- Pak MDGs Community Development Programme 2014-15 @ Extension of Labour Room & Rehabilitation of Main Kitchen of Peoples Midcal College Hospital Nawabshah Distt: SBA

S.NO	Description	Measurement	Quantity	Rate	Unit	Amount
1	Providing & fixing stainless steel bowel 24"x18"x8" sink complete with iron benches etc (N.S.I)	3 NO.	<u>3</u> E	6000	Each	Rs. 18000
2	S/F long BIB - COCK of superior quality with C.P. head ½" dia. (SLNO: 15(a) P.15)	3 NO.	<u>3</u> E	1109.46	Each	Rs. 3328
3	S/F Sawan type pillar cock of superior quality single C.P. head ½" dia. (SLNO: 18 (a) P.16)	3 No.	<u>3</u> E			
			@	795.30	Each	Rs. 2386
4	Making the connection with existing G.I pipe 2" dia i/c cutting the pipe & providing and fixing necessary fitting (S.I No 10 Page No. 18)		<u>1</u> E	399.86	Each	Rs. 400
5	Providing G.I.pipes specials and clamps etc i/c fixing cutting and fitting complete with and i/c the cost of breaking through walls and roof making good etc painting two coats after clearing the pipe etc with whit zink paint with pigment to match the colour of the building & testing with water to a pressure head of 200 feet and handling. (SLNO: 1 P.11)					
"A"	1-½" dia	250 rft	<u>250</u> R	188.97	Prft	Rs. 47243
"B"	1" dia	100 rft	<u>100</u> R	128.55	Prft	Rs. 12855
"C"	¾" dia	75 rft	<u>75</u> R	95.79	Prft	Rs. 7184
6	Providing & fixing buner made of cast Iron with stop cock framed trepond stand etc complete (N.S.I)	3 NO.	<u>3</u> E	6000	Each	Rs. 18000
7	Supplying & Fixing UPVC soil & vent pipe AGM make of approved quality on walls & in C.C Flooring working	1x100	<u>100</u> Rft			
			<u>100</u> Rft			
			@	341.28	P.Rft	Rs. 34128
8	P/F 4" dia U PVC bend or Elbow of Pak Arab make of approved quality on wall upto height of 50ft with plastic	1x3	<u>3</u> E			
			<u>3</u> E			
			@	738.15	Each	Rs. 2214
9	P/F Floor trap jali (PVC type) size 6"x6" of approved colour & design Master "A" Class equivalent) as Directed	1x3	<u>3</u> E			
			<u>3</u> E			
			@	380.00	Each	Rs. 1140

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SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II. Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
<p>Total (to be carried to Summary of Bid Price)                      Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.</p>				

*Sch a B<sup>n</sup> Enclosed.*

**CONTRACTOR**

*[Signature]*  
**Executive Engineer**  
**Education Works Division**  
**Shahed Benazir Abad.**

**SCHEDULE - C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\***


The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. ( <i>attach evidence</i> )
-------------------------------------	-------------------------------------	----------------------------------------------------------------------------

**Note:**

- \* *The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
  1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
  2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
  3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

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**SCHEDULE - D TO BID**

**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

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## SCHEDULE - E TO BID

### METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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SCHEDULE - F TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

[Contractor]

## CONDITIONS OF CONTRACT

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### CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### The Contract

- 1.1.1 —Contract means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 —Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 —Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### Persons

- 1.1.4 —Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 —Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 —Party means either the Procuring Agency or the Contractor.

##### Dates, Times and Periods

- 1.1.7 —Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 —Day means a calendar day
- 1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### Money and Payments

- 1.1.10 —Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

### **Other Definitions**

- 1.1.11 —Contractor's Equipment<sup>1</sup> means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 —Country<sup>1</sup> means the Islamic Republic of Pakistan.
- 1.1.13 —Procuring Agency's Risks<sup>1</sup> means those matters listed in Sub-Clause 6.1.
- 1.1.14 —Force Majeure<sup>1</sup> means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 —Materials<sup>1</sup> means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 —Plant<sup>1</sup> means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 —Site<sup>1</sup> means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 —Variation<sup>1</sup> means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 —Works<sup>1</sup> means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 —Engineer<sup>1</sup> means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### 3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

## 4. **THE CONTRACTOR**

### 4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

### 4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

### 4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

### 4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 5. **DESIGN BY CONTRACTOR**

### 5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### 7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

### 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.


### 7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

## 8. TAKING-OVER

### 8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

  
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## 8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. REMEDYING DEFECTS

### 9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

## 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

## 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

## 10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

### 11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

### 11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

### 11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

### 11.6 Currency

Payment shall be in the currency stated in the Contract Data.

## 12. DEFAULT

### 12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.



## 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

## 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## 14. INSURANCE

### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

### 14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## 15. RESOLUTION OF DISPUTES

### 15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

### 15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

### 15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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**Education Works & Services**  
**Shaheed Benazir Abad.**


16 **INTEGRITY PACT**

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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Education Works & Services  
Shaheed Benazir Abad.

## CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.) Sub-Clauses of Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any (To be listed by the Procuring Agency)

1.1.4 The Procuring Agency means Executive Engineer, Education Works Division, Shaheed Benazirabad.

1.1.5 The Contractor means One who participates in Bids.

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 70-Days

1.1.20 Engineer Executive Engineer, Education Works Division, Shaheed Benazirabad and Officer of the Department.

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications.

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2.1 Provision of Site:

On the Commencement Date

3.1 Authorized person:

Assistant Engineer, Sub-Engineer & Work Mistry of  
Education Works Sub-Division concerned.

3.2 Name and address of Engineer's/Procuring Agency's representative

Assistant Engineer, Sub-Engineer & Works Mistry of  
Education Works Sub-Division concerned.

4.4 Performance Security: Amount

10% of Bid price Validity upto completion of work

5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_

7.2 Programme:

Time for submission: Within fourteen (14) days\* of the Commencement Date. Form of programme:  
\_\_\_\_\_ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be \_\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects \_\_\_\_\_

1 Period for remedying defects \_\_\_\_\_

10.2 (e) Variation procedures: Day work rates \_\_\_\_\_ (details)

11.1 Terms of Payments a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

(i) Tender Instructions to Procuring Agencies

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in accordance with the Specifications for the Permanent Works;
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
  - (viii) Detailed account of advances must be kept in part II of running account bill; and
  - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill. Equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
  - (ii) value of secured advance on the materials and valuation of variations (if any).
  - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
  - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 \*(a) **Valuation of the Works:**
- i) Lump sum price \_\_\_\_\_ (details), or
  - ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
  - iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
  - iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
  - v) Cost reimbursable \_\_\_\_\_ (details)

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11.3 **Percentage of retention\*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

**Type of cover**

The Works

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

*(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).*

Workers:

Other cover\*:

*(In each case name of insured is Contractor and Procuring Agency)*

14.2 **Amount to be recovered**

Premium plus \_\_\_\_\_ percent (\_\_\_\_%).

15.3 **Arbitration\*\***

Place of Arbitration: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

\*\* *(It has to be in the Province of Sindh)*



## STANDARD FORMS

*(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).*

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Contractor) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

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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)

**CONTRACTOR**

  
**Executive Engineer**  
**Education Works & Services**  
**Shaheed Benazir Abad.**

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_  
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

Corporate Secretary (Seal)

2.

(Name, Title & Address)


1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

Corporate Guarantor (Seal)

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**Executive Engineer**  
Education Works & Services  
Shaheed Benazir Abad.

**INDENTURE FOR SECURED ADVANCES.**

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).

This INDENTURE made the ... day of ...  
----- 197--" BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the ...  
--- for an advance to him of Rupees -----  
(Rs. .... ) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor  
Fin R. Form.17.A  
on ----- and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees ....  
(Rs. .... ) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees .....  
(Rs. .... ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin. R. Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer ----- (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer ..... Circle whose ..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.



In witnesses whereof the\* ----- on behalf of the  
Governor of Sindh and the said ----- have hereunto set  
their respective hands and seals the day and first above written.


Signed, sealed and delivered by\* In  
the presence of

Seal  
1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In  
the presence of

Seal  
1st Witness 2<sup>nd</sup> witness

**RECEIVED**

  
**Executive Engineer  
Education Works & Services  
Shaheed Benazir Abad.**

## SPECIFICATIONS

*[Note for Preparing the Specifications]*

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

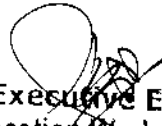
Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

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Executive Engineer  
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Shahed Benazir Abad.

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# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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


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

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

## BIDDING DOCUMENT

(This section should be filled in by the Engineer/Procuring Agency before Issuance of the Bidding Documents).

- (a). Name of Procuring Agency Executive Engineer, Education Works Division  
SHAHEED BENAZIRABAD.
- (b). Brief Description of Works Extension of  
labour room & Rehabilitation of main kitchen of Peoples Medical  
College Hospital N, Shah. (Electric work in, Shah
- (c). Procuring Agency's address:- @ Khoja Garden Nawabshah
- (d). Estimated Cost:- 0.750
- (e). Amount of Bid Security:- 15000/- 2% (fill in lump sum amount  
Or in % age of bid amount/ estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- 90 days
- (g). Security Deposit:- 37500/-  
(in % age of bid amount/estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 22,500/- 3%
- (i). Deadline for Submission of Bids along with time:- 12.00 Noon  
OFFICE OF GEN, EDUCATION WORKS DIV: SBA
- (j). Venue, Time, and date of bid Opening:- @ KHOJA GARDEN NAWABSHAH  
1.00 PM.
- (k). Time for Completion from written order of commerce:- 70 days
- (L). Liquidity damages:- \_\_\_\_\_ (0.05 of Estimated cost or Bid cost  
Per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: \_\_\_\_\_
- (n). Dr. No: & Date \_\_\_\_\_ Date \_\_\_\_\_ Rs. 1500/-
- (o). Rate quoted by contractor \_\_\_\_\_ above /below schedule items  
Rs: \_\_\_\_\_ & non Schedule items Rs. \_\_\_\_\_ Total Tender  
Cost Rs. \_\_\_\_\_

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad.

**CONTRACTOR**

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.

### Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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.

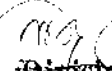
**Clause -17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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.

  
Divisional Accountant  
Divisional Accounts Office  
(EDUCATION WORKS)  
Works & Services  
Distt: Shaheed Benazir Abad

Contractor

Executive Engineer/Procuring Agency

  
Executive Engineer  
Education Works Division  
Shaheed Benazir Abad

## Schedule (B)

**Name of Work:**            **EXTENTION OF LABOUR ROOM AND REHABILITATION  
MAIN KITCHEN OF PEOPLES MEDICAL COLLEGE  
HOSPITAL NAWABSHAH (ELECTRIC WORK).**

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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### PART- A "schedule Items

- 1- **Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm(3/4") channel Patti on surface as required.  
(S.1. 129 P-No. 15).**

75, Point      910/=    P-Point    68250/=
  
- 2- **Wiring for ight or fan point with 1/1.13 3/.029 PVC insulated wire in 20 mm casing capping.(S.1. No. P-No. ).**

30, Points      1130/=    P-Point    33900/=
  
- 3- **Providing & Fixing Brass pendant lamp holder B ceiling Rose. ( S.I.No: 228, Page No: 33 ).**

10,Nos:      74/=      P.No:    740/=
  
- 4- **Wiring for cell bell points with 1/1.13 3.029 insulated wire In PVC Casing and capping. ( S.I.No: , Page No: ).**

03,Points      1765/=    P.Point    5295/=
  
- 5- **Providing & lying (Main or Sub Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. (s.1. No. 45 P-No.6).**

200,Rft      118/=      P.Rft:    23600/=
  
- 6- **Wiring for main with 2-7/.029 PVC insulated wire in 20mm 1" pvc wire In casing and capping.(s.1. No. P-No. ).**


150,Rft      222/=      P.Rft    33300/=

**CONTRACTOR**

  
**EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD**

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
7-	Providing & lying (Main or Sub Main) PVC insulated wire with size 2-7/.044 (6mm <sup>2</sup> ) copper conductor ¾" dia PVC Conduit in the well or column as required. (s.1. No. 12 P-No.2).	300, Rft	341/=	P.Rft	34100 /=
8-	Providing & laying main or sub main PVC insulated wire with size 2-7/.064 (16mm <sup>2</sup> ) copper conductor in 1" PVC dia conduit as surface. ( S.I.No: 07 (a), Page No: 01 ).	45,Mtr:	605/=	P.Mtr:	27225/=
9-	Providing & Fixing Baklite ceiling Rose with two terminals B ceiling Rose. ( S.I.No: 288, Page No: 33 ).	65,Nos:	72/=	P.No:	4680/=
10-	Providing & Fixing Cercuit breaker 6,10,15,20,30,40,50& 63amp Sp (TB-5S) on prepared board as required. ( S.I.No: 203, Page No: 31 ).	35,Nos:	916/=	P.No:	32060/=
11-	P/F Circuit breacker 15,20,30,40,50,&60 Amps TP(XE-100 SS) (CB)on prepared as required(S.NO206 P.No31)	03,Nos	55/21	P,No	16563/-
12-	P/F Circuit breacker 15,20,30,40,50,60,75,&100 Amps (TP XS-100 NS)on perpeared boared as required (S.I No 207-P.No31)	01,Nos	9261/-	P,No	9261/-
13-	P/L Main or sub main PVC insulared and pvc sheeted with 4-Core Copper conductor 600/1000 volts size 16mm <sup>2</sup> (S.I No-102-P-No-12).	50,Mtr	1300/-	P,No	65000/-
14-	Witing for plug point with 3/.029 pvc insulated wire in20mm ¾: dia channel patti or surface as required.(S.I No.130,P.No,15)	16,Points	742/-	p,point	11872/-
15-	P/F volt meter size 96/96mm 500 volts as required (S.No-285,P.No-41).	03Nos	999/-	P,No	2997/-

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 EDUCATION WORKS DIVISION  
 SHAHEED BENAZIRABAD

Sr: No:	Description / Measurement	Quantity	Rate	Unit	Amount
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16- P/F Amp Meter size 96/96mm direct 15 Amps  
(S.No- P,No )

03,Nos 1054/- P,No 3162/-

Total Rs: 3,72,005

**PART-B " Non-Schedule Items**

01- P/F Energy saver light fancy type superior quality i/c necessary  
Electric connection on wall ceiling etc complete(R.A)

10,Nos P,No

02- P/F A.C one way S.P 6 Amps flush type switch metal board recessed  
in the wall or columns and covered with plastic sheet.(R.A)

105,Nos P,No

03- P/F A.C one way S.P 5 Amps flush type switch on metal board  
recessed in the wall columns and covered with plastic sheet,(R.A)

16,Nos P,No

04- P/F surface type 3.pin Amps S.P plug socket and shoe unit  
On SW board recessed in walls or columns and covered  
With plastic sheet.(R.A)

20-Nos. P.No.

05- P/F Mild steel bar fan clamps 15.8mm(5/8")dia suitable for RCC  
Roof(R.A).

18-Nos. P.No.

06- Fixing of A.C ceiling fans regulator on S.W board.  
(.R.A)

33-N oas. P.No.

07- Errection of A.C ceiling fans i/c wiring of down rod with  
1/1.13 3.029 PVC wire in fixing on regulator blade canopy  
Etc as required.

33,Nos P.No

08- P/F 1x40 walts tube light complete with 4' long rod chowk starter  
And patti with Philips complete i/c necessary electric connection  
And fixing on wall or ceiling etc complete.(R.A)

32,Nos P.No

CONTRACTOR



EXECUTIVE ENGINEER  
EDUCATION WORKS DIVISION  
SHAHEED BENAZIRABAD