

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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 con

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

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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.

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.

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BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA
Repair work of District and session court Building Thatta

(b). Brief Description of Works at Makli.

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 998000/-

(e). Amount of Bid Security:- 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 (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount:(in words and figures) (THOUSAND ONLY).



Executive Engineer
Provincial Buildings Division-
THATTA

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Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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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.

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- (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.

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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-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



Contractor

Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
THATTA

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
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



Executive Engineer
Provincial Buildings Division-
THATTA
Executive Engineer/Procuring Agency

Contractor

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			



Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division-
THATTA

Executive Engineer/Procuring Agency

Contractor

Summary of Bill of Quantities.

Cost of Bid

Amount

1. (A) Cost based on Composite Schedule of Rates.

2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency



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Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency



SCHEDULE B

NAME OF WORK :REPAIR WORK OF DISTRICT AND SESSION COURT BUILDING THATTA AT MAKLI

Tender No.1

S.NO.	ITEM OF WORK	QUTY	RATE	UNIT	AMOUNT.
1.	P/F deodar wooden ward robe including boxing with back shelves,shutters drawers and brass fitting such as handles locking arrangement hanger rode,shoe rod & mirror measuring 2x3x1 completed as per approved design.	422Sft.	2364/03	P.Sft.	997874/-
		TOTAL RS.			997874/-

CONTRACTOR


S/E



ASSISTANT ENGINEER
PROVINCIAL BUILDINGS SUB DIVISION
THATTA



Executive Engineer
Provincial Buildings Division
Thatta

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CONTRACTOR


S/E



ASSISTANT ENGINEER
PROVINCIAL BUILDINGS SUB DIVISION
THATTA



Executive Engineer
Provincial Buildings Division
Thatta

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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.

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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.

6. 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.

7. **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.

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

9. **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



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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.

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

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

9. 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 PTC (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.

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

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

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

BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA

(b). Brief Description of Works M/R to District & Session Court Building at Thatta(Old & New Building).

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 530000/-

(e). Amount of Bid Security:- 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 (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%.

(m). Deposit Receipt No: Date: Amount: (in words and figures) (THOUSAND ONLY)



Executive Engineer
Provincial Buildings Division-
THATTA

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.

- (C) 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;
- (D) 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.

(D) 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.

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Clause – 7: Payments.

- (C) **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.

- (D) **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.

- (C) 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.
- (D) 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



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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.

- (G) 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.
- (H) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (I) 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.
- (J) **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.

- (D) **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.
- (E) **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.
- (F) **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.



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- (iii) 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:

- (C) **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.
- (D) **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.

- (C) 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;
- (D) 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.

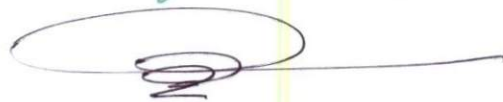
Clause –18: Financial Assistance /Advance Payment.

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

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

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


Divisional Accountant



Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
THATTA

Contractor

BILL OF QUANTITIES

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

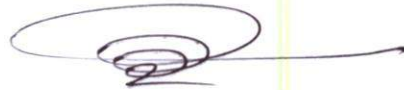
Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



Executive Engineer
Provincial Buildings Division-
THATTA
Executive Engineer/Procuring Agency

Contractor



BILL OF QUANTITIES

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

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



Executive Engineer
Provincial Buildings Division-
THATTA
Executive Engineer/Procuring Agency

Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			



Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division
THATTA

Executive Engineer/Procuring Agency

Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			



Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division
THATTA

Executive Engineer/Procuring Agency

Contractor



Summary of Bill of Quantities.

Cost of Bid

Amount

2. (A) Cost based on Composite Schedule of Rates.

3. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATIA
Executive Engineer Procuring Agency

Summary of Bill of Quantities.

Cost of Bid

Amount

2. (A) Cost based on Composite Schedule of Rates.

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TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer Procuring Agency

SCHEDULE B

Name of Work :- M & R TO DISTRICT & SESSION COURT BUILDING AT THATTA (OLD & NEW BUILDING).

S.No.	Description of Items.	Qty:	Rate	Unit	Amount
<u>PART-A:</u>					
01.	Removing cement plaster from walls. (S.I.No.53,P.14)				
		480	121.00	% Sft.	581.00
02.	Dismantling cement concrete plain 1:2:4. (S.I.No.19(c),P-10).				
		41 Sft	3327.50	% Sft.	1364.00
03.	Dismantling glazed or encaustic tiles etc (S.I No 55, P-13).				
		296 Sft	786.50	% Sft	2328.00
04.	Applying floating coat of Cement 1/32" thick. (S.I.No.9-b,P-51).				
		480 Sft	660.00	% Sft	3168.00
05.	Cement plaster 1:2 upto 20 ft height 1/2" thick. S.I.No.9 (b) ,P-51).				
		480 Sft	2496.72	% Sft.	11984.00
06.	Pointing flush on stone work in lime mortar 1:2 (S.I.No. 20 (C-i), P-53).				
		1043 Sft	1726.73	% Sft.	18010.00
07.	Supplying & fixing in position iron steel grill of approved design of 3/4"x1/4" size flat from i/c painting three coats. etc complete (Weight not to be less than 3.7 lbs/Sq. Foot of finished grill). (S.I No 26, P-93)				
		060 Sft	180.50	P.Sft	11011.00
08.	Cutting to required sizes and fixing glass japans with deodar wooden 1 st Class fillets and putty. (S.I.No.47-b,P-64).				
		129 Sft	58.06	P.Sft	7490.00

SCHEDULE B

Name of Work :- M & R TO DISTRICT & SESSION COURT BUILDING AT THATTA (OLD & NEW BUILDING).

S.No.	Description of Items.	Qty:	Rate	Unit	Amount
<u>PART-A:</u>					
01.	Removing cement plaster from walls. (S.I.No.53,P.14)				
		480	121.00	% Sft.	581.00
02.	Dismantling cement concrete plain 1:2:4. (S.I.No.19(c),P-10).				
		41 Sft	3327.50	% Sft.	1364.00
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07.	Supplying & fixing in position iron steel grill of approved design of 3/4"x1/4" size flat from i/c painting three coats. etc complete (Weight not to be less than 3.7 lbs/Sq. Foot of finished grill). (S.I No 26, P-93)				
		060 Sft	180.50	P.Sft	11011.00
08.	Cutting to required sizes and fixing glass japans with deodar wooden 1 st Class fillets and putty. (S.I.No.47-b,P-64).				
		129 Sft	58.06	P.Sft	7490.00

09.	Cement Concrete plain including placing compacting, finishing and curing, complete (including, screening and washing of stone aggregate without shuttering. Ratio 1:3:6. (S/I No-5 (f), P-16).	55 Cft	12595.00	% Cft	6927.00
10.	Laying floor 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-43)	138 Sft	27678.86	% Sft	38197.00
11.	White glazed tiles 1/4 " thick dado jointed in white cement and laid over 1/2 " cement sand mortar 3/4 " thick including finishing. (S.I No 37, P-45)	330 Sft	28253.61	% Sft	93237.00
12.	Providing and laying tiles glazed 6"x 6"x1/4" on floor or wall facing in required color and pattern of style specification jointed in with cement and pigment or over a base of 1:2 gray cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment desired shape with fixing, coloring and cost of wax polish etc complete including cutting tiles to proper profile.(S.I.No.30,P-47)	425 Sft	30509.77	% Sft	129667.00
13.	Galvanized wire gauze fixed to chowkaths with 3/4 " thick deodar strip and screws. (S.I No 14 (d) P-60)	278 Sft	190.72	P.Sft	53020.00
	Two coats of bitumen laid hot using 34 Lbs per % Sft over roof and sand blinded one cft % Sft. (S.I No 13, P-35)	1x46.25x39.25 = 1815 Sft			
		1815 Sft	1887.40	% Sft	34262.00
14.	Distempering 3 coats (S.I No 26 (c), P-54)	6444 Sft	1079.65	% Sft	69573.00
				Total :-	446557.00

PART "B" INTERNAL WATER SUPPLY, SANITARY FITTINGS
I/C DRAINAGE.

1.	P/F European type white glazed earthen ware wash down W.C pan complete with and i/c black plastic seat.(Best Qty.) and lid with c.p brass hinges best quality and buffers 3 gallons plastic flushing cistern with internal fitting with fitting and clamps ¾" dia and cutting & making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4. (S.I.No 4, P- 2) (Foreign Quality).	1 No.	5339.40	Each.	5339.00
2.	P/F 22"x16" lavatory basin in white glazed earthen ware complete with and i/c cost of W.I or C.I cantilever brackets 6" built into wall, painted with 2coats after a primary coat of red lead pigment, a pair of ½ rubber plug and chrome brass plate of approved design pattern, 1-1/4dia malleable iron C.P brass stop, malleable iron or brass union and making required no of holes in walls, plain and floor for pipe connection and making in cement concrete 1:2:4. Add extra for labour for providing and fixing of earthen ware pedestal white or coloured glazed (Foreign or equivalent). (S.I No. 11,Page No-3)	1 No.	4928.00	Each.	4928.00
3.	Add Extra labour P/F of earthen ware Pedestal white or colour glazed (S.I No. 19, Page No-5).	1 No.	2533.47	Each.	2533.00
4.	P/F 6"x4"or 6"x3" C.I floor trap of approved self and design with a screwed down with or without a vent arm complete & making requisite number of holes in wall plinth with c.c 1:2:4. (S.I No. 20 P-6).	2 Nos.	2042.50	Each	4049.00
5.	P/F in position nylon connection complete with ½"dia brass stop cock with pair of brass nuts and lining joints to nylon connection. (S.I.No.23, P-06)	1 No.	447.15	Each	447.00
6.	P/F Chrome plated brass towel rail complete (S.I.No. P-)	1 No.	1412.95	Each	1413.00

7.	P/F 24"x12" beveled mirror of Belgium glass complete with 1/8" thick hard board & c.p screw fixed to wooden pleat. (S.I No. 3 P-No-7).	1 No.	2376.00	Each	2376.00
	1 x 1 = 1 No.				
8.	P/F soil & vent pipe 4" dia. i/c cutting fitting i/c extra painting to match the colour of the building.(S.I No. 1 Page No-9)	20 Rft	333.20	P.Rft	6666.00
	1 x 20 = 20 Rft.				
9.	P/F 4"x4"x4" dia C.I branches of the required degree with access door rubber washer 1/8" thick & bolts, nuts i/c extra painting to much the colour of the building.(S.I No. 5 .Page No-8).	2 Nos.	702.00	Each	1404.00
	1 x 2 = 2 Nos.				
10.	P/F 4"x4"x4" dia C.I branches of the required degree with access door rubber washer 1/8" thick & bolts, nuts i/c extra painting to much the colour of the building.(S.I No. 5 .Page No-8).	1 No.	704.00	Each	704.00
	1 x 1 = 1 No.				
11.	S/F cancelled tee stop cock of superior quality with crystal head 1/2" die. (S.I.No.12 (b).P-15)	2 Nos.	889.40	Each	1779.00
	1 x 2 = 2 Nos.				
12.	Providing G.I. pipe and specials clamps i/c cutting, fitting and i/c the cost of breaking through walls and roof 6" built into walls and making good etc painting two coats after cleaning the pipe with white zink paint with pigment to match the colour of the building and testing with water to a head of 200ft and handling (Internal) (S.I No.1 Page No-11).				
	(a) 1/2" dia pipe. 1x20.0 = 20 Rft.	20 Rft.	73.21	P.Rft	1470.00
	(b) 1" dia pipe. 1x80.0 = 80 Rft.	80 Rft.	128.55	P.Rft	10284.00
13.	P/L R.C.C pipe and colours of class 'B' fixing in trenches i/c cutting and fitting and jointing with max phaltic composition and cement mortar (1:1) i/c testing with water to head of 15'ft (6" dia). (S.I No. 2 (a) Page No-15+16).	10 Rft	199.25	P.Rft	1992.00
	6" dia pipe. 1x10.0 = 10 Rft.				

14. Construction of main hole or inspection chamber for the required dia of circular sewer 3'-6" depth with walls of B.B in cement mortar 1:3 cement plaster ½" thick inside walls and over branches and canals i/o fixing C.I. M.hole cover with frame of clear opening 1x14 of 1.75 cwt embedded in plain C.C 1:2:4 from the face of wall and fixing 1" dia M.S steps 6" wide projection at 12" C/C duly painted etc complete as per specification and drawing No:DP/1 of P.H.E southern zone. (S.I No. 1 Page No-39).

1 x 1 = 1 No.

Rs. 60132/0

PART "C" CEMENT CONCRETE TOPPING ROAD:

01. Excavation in shingle or gravel formation and rock not requiring blasting undressed lead upto 100 ft. (Dry) (S/I No 4(a), P-1) 11192 Cft 9837.10 % 0 Cft 110097.00


02. Cement concrete brick or stone ballast 1 ½ " to 2" gauge ratio 1:4:8 (S/I No 4 (c), P-15) 7299 Cft 9416.28 % Cft 687294.00

03. P/L C.C topping 1:2:4 i/c surface finishing and dividing into panels 3" thick. (S/I No 16 (d), P-42) 3" Thick 9634 Sft 4411.40 % Sft 425035.00

Rs. 12,22,426/0


SUB-ENGINEER


ASSISTANT ENGINEER
PROVINCIAL BUILDING SUB-DIVISION
THATTA.


EXECUTIVE ENGINEER
PROVINCIAL BUILDING DIVISION
THATTA.

S.No.	Description of Items.	Qty:	Rate	Unit	Amount
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SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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.

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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.

10. 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.

11. **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.

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

13. **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



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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.

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

10. All works shall be measured by standard instruments according to the rules.
11. 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.

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

15. 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.



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

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



BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA
M/R to Judicial lock up at Thatta (Compound wall)

(b). Brief Description of Works _____

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 750000/-

(e). Amount of Bid in lump sum amount Security:- 2%

(Fill

or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):- 90-DAYS (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%.

(m). Deposit Receipt No: Date: Amount: (in words and figures) { THOUSAND ONLY).



Executive Engineer
Provincial Buildings Division-
THATTA

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.

- (E) 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;
- (F) 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.



(E) 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.

- (E) **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.

- (F) **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.

- (E) 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.
- (F) 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



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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.

- (K) 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.
- (L) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (M) 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.
- (N) **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.

- (G) **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.
- (H) **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.
- (I) **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.



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- (iv) 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:

- (E) **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.
- (F) **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.

- (E) 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;
- (F) 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.

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Clause-14: Measures for prevention of fire and safety measures. The contractor shall not 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.



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Clause -18: Financial Assistance /Advance Payment.

- (E) Mobilization advance is not allowed.
- (F) 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 Accounts Officer



Contractor

Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
THATTA





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
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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

Executive Engineer
Provincial Buildings Division-
THATTA
Executive Engineer/Procuring Agency

Contractor





(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			

Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division
THATTA

Executive Engineer/Procuring Agency

Contractor



Summary of Bill of Quantities.

Cost of Bid

Amount

3. (A) Cost based on Composite Schedule of Rates.

4. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor

Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer Procuring Agency



Summary of Bill of Quantities.

Cost of Bid

Amount

3. (A) Cost based on Composite Schedule of Rates.

4. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor

Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer Procuring Agency



(SCHEDULE 'B')

NAME OF WORK :-M/R TO JUDICIAL LOCK UP COURT BUILDING DISTRICT THATTA.

S/NO.	DESCRIPTION OF ITEM	QUANTITY	RATE	UNIT	AMOUNT
1-	Excavation in shingle or gravel formation and rock not requiring ballasting undressed lead up to 100 ft dry.(S.I.No.4.a.P.1)	375 Cft	5747/50	% Cft	3533/00
2-	Cement concrete brick or stone ballast 1-1/2' to 2' gauge ratio 1:4:8.	1123 Cft	9416/28	% Cft	105744/00
3-C/R	Masonry i/c hammer dressed in plinth and foundation in cement sand mortar 1:6	477 Cft	25321/00	% Cft	120781/00
4-	Removing cement or lime plaster	372 Sft	121/00	% Sft	450/00
5-	Applying floating coat of net cement 1/32' thick	372 Sft	660/00	% Sft	2455/00
6-	Cement plaster 1/2' thick up to 20ft height 1:6	559 Sft	2206/60	% Sft	12335/00
7-	Cement plaster 3/8' thick up to 20ft height 1:4	559 Sft	2197/52	% Sft	12284/00
8-	Laying floor of approved with glazed tile 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2.	144 Sft	27678/86	% Sft	39858/00
9-	Providing and laying glazed tiles dado 3/4" thick in white cement 1:2 over 3/4" thick mortar 1:2	360 Sft2	8253/84	% Sft	101713/00
10-	P/L tile glazed 6'x6'x1/4' 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 gray cement mortorn3/4'thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing and cleaning and cost of wax polish etc c complete i/c cutting tiles to proper profile. (S.I.No.60-p-46)	207 Sft	30509/77	% Sft	63155/00
11-	Providing and laying cement concrete block masonry wall above 6" thickness set In 1:6 ground floor super structure i/c raking out joints etc complete.	6 Cft	14621/44	% Cft	856/00
12-	RCC work i/c all labour & material the cost of steel reinforcement				

(SCHEDULE 'B')

NAME OF WORK :-M/R TO JUDICIAL LOCK UP COURT BUILDING DISTRICT THATTA.

S/NO.	DESCRIPTION OF ITEM	QUANTITY	RATE	UNIT	AMOUNT
1-	Excavation in shingle or gravel formation and rock not requiring ballasting undressed lead up to 100 ft dry.(S.I.No.4.a.P.1)	375 Cft	5747/50	% Cft	3533/00
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7-	Cement plaster 3/8' thick up to 20ft height 1:4	559 Sft	2197/52	% Sft	12284/00
8-	Laying floor of approved with glazed tile 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2.	144 Sft	27678/86	% Sft	39858/00
9-	Providing and laying glazed tiles dado 3/4" thick in white cement 1:2 over 3/4" thick mortar 1:2	360 Sft2	8253/84	% Sft	101713/00
10-	P/L tile glazed 6'x6'x1/4' 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 gray cement mortorn3/4'thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing and cleaning and cost of wax polish etc c complete i/c cutting tiles to proper profile. (S.I.No.60-p-46)	207 Sft	30509/77	% Sft	63155/00
11-	Providing and laying cement concrete block masonry wall above 6" thickness set In 1:6 ground floor super structure i/c raking out joints etc complete.	6 Cft	14621/44	% Cft	856/00
12-	RCC work i/c all labour & material the cost of steel reinforcement				

and its labour for bending and binding which will be paid separately. this rate also i/c all kinds of forms moulds lifting shuttering curing and finishing the exposed surface and washing of shingle. RCC work in roofs slabs beams columns rafts lintels and other structural member laid in situ or pre cast in all respect ratio 1:2:4 90lbs cement 2 cft sand and 4 cft shingle. (S.I.No.6-a-P-16) 7 Cft 337/00 P.Cft 2359/00

13-Fabrication of mild steel reinf. for: /c cutting bending laying in position making joints and fastening i/c cost of binding wire also i/c cost of rust from bars.(S.I.No.7(a)p-16) 0.45 Cwt 5001/70 P-Cft 2276/00

14-White washing 2 coats 288 Sft 425/84 % Sft 1226/00

15-Distemping 2 coats 960 Sft 1079/16 % Sft 10360/00

16-Filling watering and ramming earth under floor with new earth excavated from out side lead up one chain and lift up to 5ft. (S.I.No.22-p-4) 2660 Cft 3630/00 %o Cft 30190/00

17-Providing and laying cement concrete topping 1:2:4 i/c surface finishing dividing in to panels. 3" thick 1576 Sft 4411/82 % Sft 69530/00

1-1/2" thick 528 Sft 2548/29 % Sft 17295/00

Total Rs:-


SUB ENGINEER


ASSISTANT ENGINEER
PROVINCIAL BUILDINGS SUB DIVISION
THATTA


EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
THATTA

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SPPRA BIDDING DOCUMENT

T/No 4

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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.

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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.

14. 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.

15. **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.

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

17. **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.

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

13. 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.

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

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

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



BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA
M/R to Judicial lock up at Sugawal Compound wall

(b). Brief Description of Works _____

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 750000/-

(e). Amount of Bid in lump sum amount Security:- 2%

(Fill

or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):- 90-DAYS (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost

per day of delay, but total not exceeding 10%)

(m). Deposit Receipt No: Date: Amount: (in words and figures) (THOUSAND ONLY)



Executive Engineer
Provincial Buildings Division-
THATTA



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.

(G) 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;

(H) 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.



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(F) 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.



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Clause – 7: Payments.

- (G) **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.

- (H) **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.

- (G) 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.
- (H) 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



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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.

- (O) 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.
- (P) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (Q) 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.
- (R) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the work are separable from the original contract.

Clause-10: Quality Control.

- (J) **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.
- (K) **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.
- (L) **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.

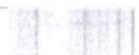


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- (v) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (G) **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.
- (H) **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.

- (G) 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;
- (H) 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 or 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.

(C) Mobilization advance is not allowed.

(H) 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



Contractor

Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
THATTA



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
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency

Contractor



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----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
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Total (A) = a+b in words & figures:



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency

Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			



Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division-
THATTA

Executive Engineer/Procuring Agency

Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			

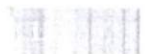


Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division-
THATTA

Executive Engineer/Procuring Agency

Contractor



Summary of Bill of Quantities.

Cost of Bid

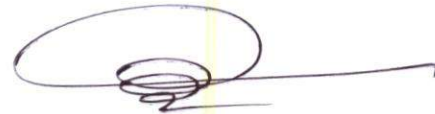
Amount

4. (A) Cost based on Composite Schedule of Rates.

5. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency



Summary of Bill of Quantities.

Cost of Bid

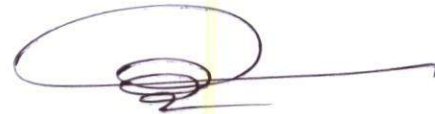
Amount

4. (A) Cost based on Composite Schedule of Rates.

5. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency



Name of Work :- **ESTIMATE FOR M & R CONSTRUCTION OF COMPOUND WALL OF JUDICIAL LOCK UP @ SUJAWAL.**

SCHEDULE B

S.No.	Description of Items.	Qty:	Rate	Unit	Amount	
01.	Excavation in foundation of buildings, bridges and other structures including digging, dressing, refilling around structure with excavated material and ramming lead upto 5 ft. In ordinary soil (S.I No 18 (b) P-4)	606 Cft	3176.25	% Cft.	1925.00	
02.	Cement concrete brick or stone ballast 1 ½ " to 2" gauge ratio 1:4:8 (S/I No 4 (c), P-15).	204 Cft	9416.28	% Cft.	19209.00	
03.	C/R masonry i/c hammer dressed in plinth and foundation in cement sand mortar 1:6. (S/I No 2 (d-iv), P-27)	819 Cft	25321.00	% Cft.	207379.00	
04.	RCC work i/c all labour and material except the cost of steel reinforcement and its labour bending and binding which will be paid separately. This rate also includes kinds of forms moulds lifting shuttering cutting finishing and screening washing of shingle. RCC work in roof slabs beams column rafts lintels and other structure members set in situ or precast laid in position ratio 1:2:4 90 Lbs cement 2 cft sand 4 cft and 4 cft shingle 1/8" to ¼" gauge. (S/I No 6, P-16)	163 Cft	337.00	P.Cft	54931.00	
05.	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire (also bars and removal of rust from bars). (S/I No 8 (a),P-17)	Quantity of same as item No. 4 above i,e 163x6.50 = 10.595 Cwt	10.595 Cw	5001.72	P.Cwt	52993.00
06.		684 Sft	15771.01	% Cft	107874.00	
07.	Cement plaster 1:6 upto 20 ft height 1/2" thick. S.I.No.13 (b) ,P-52).	2603 Sft	2206.60	% Sft.	57438.00	

08.	Cement plaster 1:4 upto 20 ft height 3/8" thick. S.I.No.9 (b) ,P-51).	2603 Sft	2197.52	% Sft.	57201.00
09.	Pointing flush on stone work in cement mortar 1:3 (S.I.No. 20 (b), P-59)	855 Sft	1062.33	% Sft.	9083.00
10.	Filling watering and ramming earth under floor with new earth (excavated from out side) lead upto one chain and lift upto 5 ft.(S.I No 22, P-4)	2700 Sft	11349.60	% 0 Sft	30644.00
11.	Colour wash two coats over one coats of white wash. (S.I No 25 (b), P-54)	1080 Sft	859.90	% Sft	9287.00
12.	M/F steel grated doors completed with locking arrangement angle iron frame 2"x2"x3/8" square bars 4" center to center. (S.I.No.23,P-92)	60 Sft	594.57	P.Sft	35674.00
13.	Painting new surface Preparing surface and painting doors and windows three coats. (S.I No 5 (c), P-70)	60 Sft	1270.83	% Sft	762.00
				Total :-	644400.00

**PART "B" INTERNAL WATER SUPPLY, SANITARY FITTINGS
I/C DRAINAGE.**

1.	P/F European type white glazed earthen ware wash done W.C pan complete with and i/c black plastic seat.(Best Qty:) and lid with c.p brass hinges best quality and buffers 3 gallons plastic flushing cistern with internal fitting with fitting and clamps 3/4" dia and cutting & making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4. (S.I.No 4, P- 2) (Foreign Quality).	1 No.	5339.40	Each.	5339.00
2.	P/F 22"x16" lavatory basin in white glazed earthen ware complete with and i/c cost of W.I or C.I	1 No.	4928.00	Each.	4928.00

cantilever brackets 6" built into wall, painted with 2coats after a primary coat of red lead pigment, a pair of ½ rubber plug and chrome brass plate of approved design pattern, 1-1/4dia meloable iron C.P brass stop, meloable iron or brass union and making required no of holes in walls, plain and floor for pipe connection and making in cement concrete 1:2:4. Add extra for labour for providing and fixing of earthen ware pedestal white or coloured glazed (Foreign or equivalent). (S.I No. 11,Page No-3).

1 x 1 = 1 No.

3.	Add Extra labour P/F of earthen wire Pedestal white or colour glazed (S.I No. 19, Page No-5).	1 No.	2533.47	Each.	2533.00
4.	P/F 6"x4"or 6"x3" C.I floor trap of approved self and design with a screwed down with or without a vent arm complete & making requisite number of holes in wall plinth with c.c 1:2:4. (S.I No. 20 P-6).	2 Nos.	2042.50	Each	4049.00
5.	P/F in position nyloon connection complete with ½"dia brass stop cock with pair of brass nuts and lining joints to nylon connection. (S.I.No.23, P-06)	1 No.	447.15	Each	447.00
6.		1 No.	1412.95	Each	1413.00
<hr/>					
7.	P/F 24"x12" beveled mirror of Belgium glass complete with 1/8" thick hard board & c.p screw fixed to wooden pleat . (S.I No. 3 P-No-7).	1 No.	2376.00	Each	2376.00
8.	P/F soil & vent pipe 4" dia. i/c cutting fitting i/c extra painting to match the colour of the building.(S.I No. 1 Page No-9)	20 Rft	333.20	P.Rft	6666.00
9.	P/F 4"x4"x4" dia C.I branches of the required degree with access door rubber washer 1/8" thick & bolts, nuts i/c extra painting to much the colour of the building.(S.I No. 5 ,Page No-8).	2 Nos.	702.00	Each	1404.00
10.	P/F 4"x4"x4" dia C.I branches of the required degree with access door rubber washer 1/8" thick & bolts, nuts i/c extra painting to much the colour of the building.(S.I No. 5 ,Page No-8)	1 No.	704.00	Each	704.00

11.	S/F cancelled tee stop cock of superior quality with crystal head 1/2" die. (S.I.No.12 (b).P-15)	2 Nos.	889.40	Each	1779.00
12.	Providing G.I. pipe and specials clamps i/c cutting, fitting and i/c the cost of breaking through walls and roof 6" built into walls and making good etc painting two coats after cleaning the pipe with white zink paint with pigment to match the colour of the building and testing with water to a head of 200ft and handling (Internal) (S.I No.1 Page No-11).				
	(a) 1/2" dia pipe.	= 20 Rft.	20 Rft.	73.21	P.Rft 1470.00
	(b) 1" dia pipe.	= 80 Rft.	80 Rft.	128.55	P.Rft 10284.00
13.	P/L R.C.C pipe and colours of class "B" fixing in trenches i/c cutting and fitting and jointing with max phaltic composition and cement mortar (1:1) i/c testing with water to head of 15'ft (6" dia). (S.I No. 2 (a) Page No-15+16).	10 Rft	199.25	P.Rft	1992.00
	6" dia pipe.	=			
14.	Construction of main hole or inspection chamber for the required dia of circular sewer 3'-6" depth with walls of B.B in cement mortar 1:3 cement plaster 1/2" tb: inside walls and over branches and cannels i/o fixing C.I. M.hole cover with frame of clear opening 1x14 of 1.75 cwt embedded in plain C.C 1:2:4 from the face of wall and fixing 1" dia M.S steps 6" wide projection at 12"C/C duly painted etc complete as per specification and drawing No:DP/1 of P.H.E southern zone. (S.I No. 1 Page No-39).	1 No.	14748.00	Each	14748.00

Total :-

Rs. 60132/0


SUB-ENGINEER


ASSISTANT ENGINEER
PROVINCIAL BUILDING SUB-DIVISION
THATTA.


EXECUTIVE ENGINEER
PROVINCIAL BUILDING DIVISION
THATTA.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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.

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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.

18. 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.

19. **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.

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

21. **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



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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.

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

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

15. 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 by the tender notice such as registration with tax authorities, registration with PTC (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.

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

19. 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.



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BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA
M/R to Court Building (4th & 5th Bungalow)

(b). Brief Description of Works _____

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 950000/-

(e). Amount of Bid Security:- 2%
in lump sum amount _____

(Fill

or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):- 90-DAYS (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

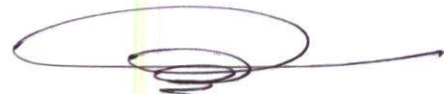
(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) (_____ THOUSAND ONLY)



Executive Engineer
Provincial Buildings Division-
THATTA



Conditions of Contract

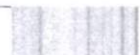
Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to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

- (I) 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;
- (J) 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.



(G) 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.

- (I) **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.

- (J) **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.

- (I) 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.
- (J) 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.

- (S) 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
- (T) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (U) 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.
- (V) **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.

- (M) **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.
- (N) **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.
- (O) **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.



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- (vi) 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:

- (I) **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.
- (J) **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.

- (I) 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;
- (J) 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.

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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.



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Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor

Divisional Accountant



Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
THATTA



BILL OF QUANTITIES

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

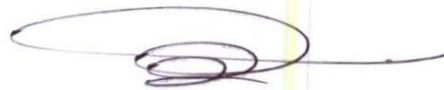
Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



Executive Engineer
Provincial Buildings Division-
THATTA
Executive Engineer/Procuring Agency


Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			

Contractor


Total (B) in words & figures:
Executive Engineer
Provincial Buildings Division-
THATTA
Executive Engineer/Procuring Agency



Summary of Bill of Quantities.

Cost of Bid

Amount

5. (A) Cost based on Composite Schedule of Rates.

6. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency



SCHEDULE B
ESTIMATE FOR M/R TO CIVIL COURT BUILDING GARHO DISTRICT THATTA.

S/NO. DESCRIPTION OF ITEM	QUANTITY	RATE	UNIT	AMOUNT
1-Scraping Distemping or oil bounds on walls	1166 Sft	226/88	% Sft	2645/00
2-Removing cement or lime plaster	1166 Sft	121/00	% Sft	1411/00
3-Dismantaling glazed or encaustic etc.	271 Sft	786/50	% Sft	2682/00
4-Dismantalling cement concrete plain 1:2:4	271 Cft	3327/50	% Cft	9018/00
5-Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 360 Cft	9416/28	% Cft		33899/00
6- RCC work i/c all labour & material the cost of steel reinforcement and its labour for bending and binding which will be paid separately. this rate also i/c all kinds of forms moulds lifting shuttering curing and finishing the exposed surface and washing of shingle. RCC work in roofs slabs beams columns rafts lintels and other structural member laid in situ or pre cast in all respect ratio 1:2:4 90Lbs cement 2 cft sand and 4 cft shingle. (S.I.No.6-a-P-16)	64 Cft	337/00	P.Cft	21568/00
7-Fabrication of mild steel reinf. for: /c cutting bending laying in position making joints and fastening i/c cost of binding wire also i/c cost of rust from bars.(S.I.No.7(a)p-16)	3.52 Cwt	5001/70	P-Cft	17606/00
8-Cement plaster 3/4" thick up to 20'ft height 1:4	1168 Sft	3015/76	% Sft	35163/00
9-Cement plaster 3/4" thick up to 20'ft height 1:4	1168 Sft	2590/50	% Sft	30205/00
10-First class deodar wood wrought, joinery in doors and windows etc, fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats, handles and cords with hook etc. Deodar paneled glazed or fully glazed 1 3/4"thick(S.I.No.7.b.p.57)	64 Sft	1273/76	P Sft	42034/00
11-Galvanized wire gauzed fixed to chowkats 3/4" thick deodar wooden strips & screws.	33 Sft	190/72	P-Sft	6294/00
12-S/F in position iron/steel grill of 3/4"x1/4" size flat iron of approved design i/c painting 3 coats etc complete.(wt: not to be less then 3.7 lbs/sq. foot of finished grill) (S.I.No.26.p.92)	33 Sft	180/50	P Sft	5957/00
13-M/F steel grated doors complete with 1/16" thick sheeting i/c angle iron frame 2"x2" 3/8" and 3/4" sq; bars centre to centre with locking arrangement. (S.I.No.24.p.91)	60 Sft	726/72	P Sft	43603/20
14- Laying white marble flooring fine dressed in the surface without winging set in lime mortar 1:2 i/c rubbing and polishing the joints.(S.I.No.28-P-42)	394 Sft	567/48	P-Sft	223857/00
15-Laying floor of approved with glazed tile 1/4"thick in white cement 1:2 over 3/4"thick cement mortar 1:2. (S.I.No.24.p.42)	99 Sft	27678/86	% Sft	27402/00
16-White glazed tile 1/4"thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4"thick i/c finishing. (S.I.No.37-p-44)	50 Sft	28253/61	% Sft	11274/00
17-Providing and laying cement concrete topping 1:2:4 i/c surface finishing dividing in to panels. (A) 3" thick	270 Sft	4411/82	% Sft	11911/00

SCHEDULE B
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11-Galvanized wire gauzed fixed to chowkats 3/4" thick deodar wooden strips & screws.	33 Sft	190/72	P-Sft	6294/00
12-S/F in position iron/steel grill of 3/4"x1/4" size flat iron of approved design i/c painting 3 coats etc complete.(wt: not to be less then 3.7 lbs/sq. foot of finished grill) (S.I.No.26.p.92)	33 Sft	180/50	P Sft	5957/00
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17-Providing and laying cement concrete topping 1:2:4 i/c surface finishing dividing in to panels. (A) 3" thick	270 Sft	4411/82	% Sft	11911/00

21-Distemping 3 coats. (S.I.No.24.P.53) 1166 Sft 1079/65 % Sft 19348/00

22-Painting doors and windows any type 3 coats 66 Sft 2116/41 % Sft 18878/00

Total Rs:-656382/00

(PART 'B' W/S & S/F)

1-P/F Orisa type white or color glazed earthen ware W.C pan with cost of law level plastic flush tank 3 gallons capacity of approved quality, i/c making requisite No. of holes in walls and plinth and floor & making good in c.c 1:2:4, W.C pan 23" clear with 4" dia C.I trap.

3 Nos. 5044/60 Each 15134/00

2-P/F 24"x18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6" built in to wall painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia rubber plug & chrome plated pillars traps 1-1/2" dia rubber plug and chrome plated brass chain 1-1/4" dia malleable iron or C.P brass traps malleable iron or brass union & making requisite No. of holes in wall plinth and floor for pipe connection and making good in C.C 1:2:4.

3 Nos. 4928/60 Each 14786/00

3-Add extra labour for P/F of earthen ware pedestal white or color glazed.

3 Nos 2533/47 Each 7600/00

4-P/F steel stain less local make complete with cast iron or wrought iron brackets 6" built in wall, 1-1/2" rubber plug chrome brass chain 1 1/2" C.P brass waste with 1-1/2" plat P.V.C waste pipe & plinth & floor for pipe connection and making good in c.c 1:2:4 Steel sink stainless size 40"x20" make.

1x1= 1 No. 5712/30 Each 5712/00

5-P/F 6"x2" Or 6"x3" C.I floor trap of the approved self cleaning design with a C.I screwed down grating with or without a vent arm complete with and i/c making requisite No. of holes in walls plinth and floor for pipe connection and making good in c.c 1:2:4.

4x1= 4 Nos. 2024/43 Each 8098/00

6-P/F in position Nylon connection complete with 1/2" dia brass stop cock with pair brass nuts & lining joints to nylon connection.

10x1= 10 Nos. 447/15 Each 4472/00

7-P/F C.I soil vant pipe i/c cutting fitting and extra painting to match the color of Building.

20x6.0= 120 Rft 333/29 P.Rft. 3995/00

8-P/F 4"x4"x4" dia C.I branch of the required degree with access doors, rubber washer 1/8" thick and built and nuts and extra painting to match the color of the building.

1x10= 10 Nos. 843/92 Each 8439/00

9-P/F 4" x4" dia C.I branch of the required degree i/c extra painting to match the Color of the building.

1x10= 10 Nos. 599/60 Each 5996/00

10-Providing G.I Pipe, specials & etc i/c fixing cutting & fitting complete with & i/c cost of breaking through walls & roof making good etc. painting two coats after cleaning the pipe etc with white Zink pint with pigment to match the color of the building & testing with water to a pressure head of 200 ft and handling.

(A) 1/2" dia 10x20.0= 200 Rft 73/21 P.Rft 14642/00

(B) 3/4" dia 10x20.0= 200 Rft 95/79 P.Rft 19158/00

21-Distemping 3 coats. (S.I.No.24.P.53) 1166 Sft 1079/65 % Sft 19348/00

22-Painting doors and windows any type 3 coats 66 Sft 2116/41 % Sft 18878/00

Total Rs:-656382/00

(PART 'B' W/S & S/F)

1-P/F Orisa type white or color glazed earthen ware W.C pan with cost of law level plastic flush tank 3 gallons capacity of approved quality, i/c making requisite No. of holes in walls and plinth and floor & making good in c.c 1:2:4, W.C pan 23" clear with 4" dia C.I trap.

3 Nos. 5044/60 Each 15134/00

2-P/F 24"x18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6" built in to wall painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia rubber plug & chrome plated pillars traps 1-1/2" dia rubber plug and chrome plated brass chain 1-1/4" dia malleable iron or C.P brass traps malleable iron or brass union & making requisite No. of holes in wall plinth and floor for pipe connection and making good in C.C 1:2:4.

3 Nos. 4928/60 Each 14786/00

3-Add extra labour for P/F of earthen ware pedestal white or color glazed.

3 Nos 2533/47 Each 7600/00

4-P/F steel stain less local make complete with cast iron or wrought iron brackets 6" built in wall, 1-1/2" rubber plug chrome brass chain 1 1/2" C.P brass waste with 1-1/2" plat P.V.C waste pipe & plinth & floor for pipe connection and making good in c.c 1:2:4 Steel sink stainless size 40"x20" make.

1x1= 1 No. 5712/30 Each 5712/00

5-P/F 6"x2" Or 6"x3" C.I floor trap of the approved self cleaning design with a C.I screwed down grating with or without a vent arm complete with and i/c making requisite No. of holes in walls plinth and floor for pipe connection and making good in c.c 1:2:4.

4x1= 4 Nos. 2024/43 Each 8098/00

6-P/F in position Nylon connection complete with 1/2" dia brass stop cock with pair brass nuts & lining joints to nylon connection.

10x1= 10 Nos. 447/15 Each 4472/00

7-P/F C.I soil vant pipe i/c cutting fitting and extra painting to match the color of Building.

20x6.0= 120 Rft 333/29 P.Rft. 3995/00

8-P/F 4"x4"x4" dia C.I branch of the required degree with access doors, rubber washer 1/8" thick and built and nuts and extra painting to match the color of the building.

1x10= 10 Nos. 843/92 Each 8439/00

9-P/F 4" x4" dia C.I branch of the required degree i/c extra painting to match the Color of the building.

1x10= 10 Nos. 599/60 Each 5996/00

10-Providing G.I Pipe, specials & etc i/c fixing cutting & fitting complete with & i/c cost of breaking through walls & roof making good etc. painting two coats after cleaning the pipe etc with white Zink pint with pigment to match the color of the building & testing with water to a pressure head of 200 ft and handling.

(A) 1/2" dia 10x20.0= 200 Rft 73/21 P.Rft 14642/00

(B) 3/4" dia 10x20.0= 200 Rft 95/79 P.Rft 19158/00

14-S/F jet sink mixture of superior quality with C.P Head 1/2" dia.

1x1=

1 Nos.

2745/00

Each

2745/00

15-Providing RCC pipes and collars of class 'A' and fixing in trenches i/c cutting fitting and jointing with maxphalt composition and cement mortar 1:1 i/c testing with water to a head of 4.5 meter or 15 ft.

(A) 6" Dia

40x6.0 =

240 Rft 199/25 P Rft

47820/00

9" dia 50x6.0

100 Rft 259/60 P-Rft

25960/00

16-Construction of main hole or inspection chamber for the required dia of circular sewer and 3'-6" depth with walls of BB in cement mortar 1:3 cement plaster 1:3 1/2" thick inside of wall and 1" thick over benching and channel i/c fixing C.I manhole cover with frame of clear opening 1-1/2'x1-1/2' of 1.75 Cwt 88.9 K.g embedded in plain c.c 1:2:4 & fixing 1" dia M.s steps wide projecting 4" from the face of wall at 12" C/C duly pinted etc complete as per specification and drawing No.DP/1 of Public Health Circle zone. (a) 4" to 12" dia (Depth) 2'x2'x3'-6".

1x10=

10 Nos. 14748/00

Each

147840/00

Total Rs -

Part (A)


Sub Engineer


Assistant Engineer
Provincial Buildings Sub Division
Thatta


Executive Engineer
Provincial Buildings Division
Thatta

14-S/F jet sink mixture of superior quality with C.P Head ½" dia.

1x1=

1 Nos.

2745/00

Each

2745/00

15-Providing RCC pipes and collars of class 'A' and fixing in trenches i/c cutting fitting and jointing with maxphalt composition and cement mortar 1:1 i/c testing with water to a head of 4.5 meter or 15 ft.

(A) 6" Dia

40x6.0 =

240 Rft 199/25 P Rft

47820/00

9" dia 50x6.0

100 Rft 259/60 P-Rft

25960/00

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1x10=

10 Nos. 14748/00

Each

147840/00

Total Rs -

Part (A)


Sub Engineer


Assistant Engineer
Provincial Buildings Sub Division
Thatta


Executive Engineer
Provincial Buildings Division
Thatta

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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.

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.

22. 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.

23. **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.

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

25. **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.

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

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

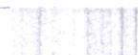
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

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 PTC (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.

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

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

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



BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA
External Development of Model Village Ramzan Mirbakh

(b). Brief Description of Works

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 1000000/-

(e). Amount of Bid in lump sum amount Security:- 2%

or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):- 90-DAYS (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost

per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount:(in words and figures) (THOUSAND ONLY)


Executive Engineer
Provincial Buildings Division-
THATTA

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.

(K) 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;

(L) 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.



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(H) 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.



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Clause – 7: Payments.

(K) **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.

(L) **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.

(K) 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.

(L) 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



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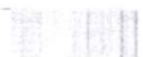


work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (W) 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.
- (X) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (Y) 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.
- (Z) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered, but if the works are separable from the original contract.

Clause-10: Quality Control.

- (P) **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.
- (Q) **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.
- (R) **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.



- (vii) 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:

- (K) **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.
- (L) **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.

- (K) 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:
- (L) 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.

(K) Mobilization advance is not allowed.

(L) 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.

Division of Accounts



Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
THATTA

Contractor



BILL OF QUANTITIES

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

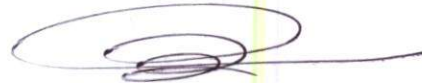
Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency

Contractor



BILL OF QUANTITIES

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

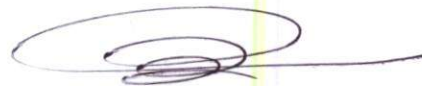
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Total (A) = a+b in words & figures:



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer/Procuring Agency

Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			



Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division-
THATTA

Executive Engineer/Procuring Agency

Contractor



(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			



Total (B) in words & figures:

Executive Engineer
Provincial Buildings Division-
THATTA

Executive Engineer/Procuring Agency

Contractor



Summary of Bill of Quantities.

Cost of Bid

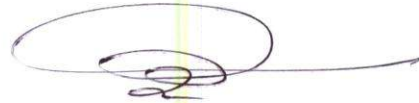
AMOUNT

6. (A) Cost based on Composite Schedule of Rates.

7. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer Procuring Agency



Summary of Bill of Quantities.

Cost of Bid

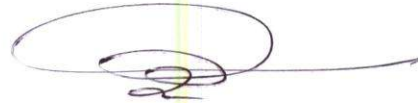
AMOUNT

6. (A) Cost based on Composite Schedule of Rates.

7. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



Executive Engineer
Provincial Buildings Division
THATTA
Executive Engineer Procuring Agency



SCHEDULE 'B'

NAME OF WORK :- CONSTRUCTION OF MODEL VILLAGE RAMZAN MIRBEHAR KEENJAHR LAKE DISTRICT THATTA
(EXTERNAL DEVELOPMENT)

S.NO.	QUANTITY	RATE	UNIT	AMOUNT
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1-Filling watering and ramming earth under floor with new earth excavated
from out side lead up one chain and lift up to 5ft i/c extra lead 3 miles
(S.I.No.22-p-5)

88300 Cft 11349/60 %oCft 1002170/00

Total Rs.1002170/00


Sub Engineer


Assistant Engineer
Provincial Buildings Sub Division
Thatta


Executive Engineer
Provincial Buildings Division
Thatta

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 50 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.

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.

26. 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.

27. **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.

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

29. **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.

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

19. 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.

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

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

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



BIDDING DATA

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

(a). Name of Procuring Agency EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION THATTA
External Water supply and sanitary fitting at Model village

(b). Brief Description of Works Ramzan Mirbahar.

(c). Procuring Agency's address:- PROVINCIAL BUILDINGS DIVISION- THATTA
K

(d). Estimated Cost:- 1000000/-

(e). Amount of Bid Security:- 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 (Not more than ninety days).

(g). Security Deposit:- (including bid security):- 10%

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- 7.50% (INCOME TAX)

(i). Deadline for Submission of Bids along with time :- AS PER N.I.T.

(j). Venue, Time, and Date of Bid Opening:- PROVINCIAL BUILDING DIVISION THATTA (AS PER N.I.T.)

(k). Time for Completion from written order of commence: - 3 MONTHS

(L). Liquidity damages:- NIL of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) (THOUSAND ONLY).



Executive Engineer
Provincial Buildings Division-
THATTA



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Executive Engineer
Provincial Buildings Division-
THATTA



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 prorated basis.

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

Clause – 3: Termination of the Contract.

- (M) 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;
- (N) 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.



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- (I) 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.

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Clause – 7: Payments.

- (M) **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.

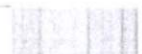
All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of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

- (N) **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.

- (M) 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.
- (N) 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.

- (AA) 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.
- (BB) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (CC) 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.
- (DD) **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.

- (S) **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.
- (T) **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.
- (U) **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.



- (viii) 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:

- (M) **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.
- (N) **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.

- (M) 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;
- (N) 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.

(M) Mobilization advance is not allowed.

(N) Secured Advance against materials brought at site.

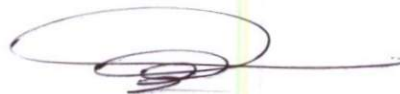
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable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

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

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

Contractor

Divisional Accountant



Executive Engineer/Procuring Agency
Executive Engineer
Provincial Buildings Division
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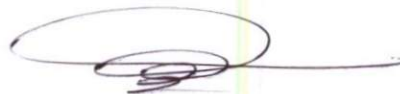
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Contractor

Divisional Accountant



Executive Engineer/Procuring Agency
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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	Total	Amount in Rupees
1	2	3	4	5	6
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



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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	Total	Amount in Rupees
1	2	3	4	5	6
AS PER SCHEDULE "B" ATTACHED					

Amount TOTAL (a)

----- % above/below on the rates of CSR.
Of premium quoted.

Amount to be added/deducted on the basis
TOTAL (b)

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



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(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			

 words & figures:

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(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
		AS PER SCHEDULE "B" ATTACHED			

 words & figures:

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Summary of Bill of Quantities.

Cost of Bid Amount

7. (A) Cost based on Composite Schedule of Rates.

8. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor



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SCHEDULE 'B'

NAME OF WORK :- CONSTRUCTION OF MODEL VILLAGE RAMZAN MIRBEHAR KEENJAHR LAKE DISTRICT THATTA
(External Water Supply & S/F)

S.NO.	QUANTITY	RATE	UNIT	AMOUNT
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1-Manufacturing supplying and fixing black steel M.S Pipe made out of M,S sheet of 6.4 mm thick from 3" to 18" dia meter confirming to API 5L grade X-42 spirally welded and externally asphalt coated internally epoxy coated (AWWA specification i/c laying jointing with straight welding in trenches i/c testing with water minimum specified pressure for different dia of pipe etc below 6" dia Pipe (P.H.E.S.I.No.1(III)-P-31)

3" dia	1100 Rft	856/59	P-Rft	942359/00
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Total Rs.942359/00


Sub Engineer


Assistant Engineer
Provincial Buildings Sub Division
Thatta


Executive Engineer
Provincial Buildings Division
Thatta