



OFFICE OF THE EXECUTIVE ENGINEER PROVINCIAL BUILDINGS DIVISION
MIRPURKHAS

NO:TC/G-55/ 170 / Mirpurkhas, Dated: 17-02-2016.

NOTICE FOR INVITING TENDERS

Sealed tenders for the works mentioned below are invited from the interested Contractors, Suppliers & Firms under SPPRA rules 2010,

S.NO	Name of work	Estimated cost	Earnest Money	Completion period
01-	M/R to Civil Court / Additional Court convert in Judges Lauge at Umerkot.	0.300 (M)	6000	02-Months
02-	M/R to IIIrd: Senior Civil Judge Court Building at Mirpurhas.	0.500 (M)	10000	02-Months
03-	M/R to Court Building at Umerkot (R/R of I.T.Room).	1.000 (M)	20000	02-Months

The tender documents will be issued to all interested parties / firms on payment of Tender Rs: 500/- (Non-Refundable) and production the copy of Computerized National Identity Card of the proprietor of firm. The interested Bidders, Contractors, Suppliers & Firms submit their Bids at the below scheduled date & time should accompany with 2% of Earnest Money of the Estimated Tender Cost as mentioned below, in the shape of Pay Order / Deposit-at-Call from any scheduled Bank of Pakistan duly pledged to the undersigned. Blank tender documents will be issued to the applicant after scrutiny of the application and on payment of cost of tender (not refundable).

PROGRAMME FOR ISSUE/RECEIPT AND OPENING OF TENDERS

S.No	Particulars	Ist: Attempt	In case of Un-responded works
1/-	Date of receipt of application & Issuance of tenders up to 2:00 (P:M), received back & Opened on same day up to 3:00 (PM).	10-03-2016	2 nd Attempt
			25-03-2016

TERMS AND CONDITIONS OF THE TENDERS

- 1/- contract documents and other terms and condition can be seen and blank tenders obtained from office of the undersigned on payment of Tender cost as shown against each work.
- 2/- No conditional tenders will be entertained.
- 3/- The tender will be opened at 3:00 P.M before the committee i.e Superintending Engineer Provincial Buildings Circle Hyderabad, undersigned and Executive Engineer Auqaf Department Hyderabad in presence of contractor or their authorized representative who are present at the time other terms and conditions can be seen in the office of undersigned on any working day during working hours.

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- 4- If the undersigned happens to be out of the Head Quarter on the date of tenders the same will be opened on next working day at 11 P.M.
- 6- Registration with Income Tax Department (NTN Certificate) and copy of C.N.I.C.
- 7- Contractor should be registered with (S.R.B) Sind Revenue Board Karachi.
- 8- Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
- 9- Affidavit to the effect that the Firm/Contractor have not been black listed previously by any executing agency.
- 10- Affidavit with effect that all documents/particulars/information furnished are true correct.
- 11- In case of Firm, list of partners partnership deed, giving full particulars of Directors/proprietors or others connected along with power of Attorney. In case of being sole proprietors such undertaking on Affidavit be furnished.

Executive Engineer
Provincial Buildings Division
Mirpurkhas

✓ Copy Forwarded with complements to:

- 06- Director (A&F) Sindh Public Procurement Regulatory Authority, Barrack NO. 4-A, Court Road Karachi for favour of his kind information (along with C.D).
- 07- The Chief Engineer, Buildings Department Government of Sindh Hyderabad
- 08- The Superintending Engineer, Provincial Buildings Circle Hyderabad
- 09- The Executive Engineers, Provincial Buildings Division Hyderabad / Thatta for wide publicity.
- 10- The Divisional Head Clerk / Divisional Head D/Man & Notice Board for wide publicity.


Executive Engineer
Provincial Buildings Division
Mirpurkhas



**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi, dated the 1st Dec, 2014.

NOTIFICATION

No. E&A(W&S)3-9/91/2014: In supercession of this Department's Notification of even number dated 05-06-2013 and with the approval of competent authority, Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010, is hereby reconstituted for procurement of "Goods / Works" in the office of Executive Engineer, Provincial Buildings Division, Mirpurkhas, excluding procurement involving foreign exchange with the following composition:-



- | | | |
|------|--|----------|
| i) | Superintending Engineer,
Provincial Buildings Circle,
Hyderabad. | Chairman |
| ii) | Executive Engineer,
Provincial Buildings Division,
Mirpurkhas. | Member ✓ |
| iii) | Executive Engineer,
Auqaf Department,
Hyderabad. | Member |

2. The Functions & Responsibilities of the Committee, in term of Rule-7 & 8 of SPPRA-2010, shall be as under:

- a) Preparing of bidding documents.
- b) Carrying out Technical as well as Financial Evaluation of the bids.
- c) Preparing Evaluation report as provided in Rule-45;
- d) Making recommendation for the award of contract to the competent authority; and
- e) Perform any other function ancillary and incidental to the above.

**QAZI SHAHID PERVEZ
SECRETARY TO GOVT. OF SINDH**

No. E&A(W&S)3-9/91-2014

Karachi, dated the 1st Dec, 2014.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Secretary to Govt. of Sindh, Auqaf Department, Karachi.
3. The Managing Director, SPPRA, Karachi.
4. The Chief Engineer (Buildings), Hyderabad.
5. The Superintending Engineer, Provincial Buildings Circle, Hyderabad.
6. The Deputy Director, PM&E Cell, W&SD.
7. P.A to Addl. Secretary (Tech.), W&SD.
8. P.A to Dy. Secretary (Tech.), W&SD.
9. The Chairman / Members of the Committee.
10. Notification file.

**(MUHAMMAD ZAKIR)
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH**



8828
18/11/15

**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi, dated the November, 2015.

NOTIFICATION

No. E&A(W&S)3-9/91/2015: With the approval of Competent Authority, a committee with the following composition in terms of Rule-31 of Sindh Public Procurement Rules-2010, is hereby constituted in the Works & Services Department for redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders for the procurement of works, goods and services in the jurisdiction of Superintending Engineer, Provincial Buildings Circle, Karachi and Hyderabad :-

- | | | |
|------|---|----------|
| I) | Chief Engineer (Buildings),
Hyderabad. | Chairman |
| II) | Mr. Tarique Hassan
M/S The Architect, Karachi. | Member |
| III) | Representative of Accountant,
General Sindh. | Member |

2. The Functions and Responsibilities of the Committee will be same as specified in rule-31(4) and (5) Sindh Public Procurement Rules-2010.

**AIJAZ AHMED MEMON
SECRETARY TO GOVT. OF SINDH**

No. E&A(W&S)3-9/91-2015

Karachi dated the November, 2015.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Buildings), Hyderabad.
4. The Deputy Secretary (staff) to Chief Secretary Sindh, Karachi.
5. The Chairman / Members of the Committee.
6. The Superintending Engineer, Provincial Buildings Circle, Karachi.
7. The Deputy Director (Monitoring), PM&E Cell, W&S Department.
8. The Executive Engineer, Provincial Buildings Division-I, II, III, Resident Engineer, Special Project, Sindh House Islamabad and Comptroller, Sindh House Islamabad.
9. P.S to Secretary, Works & Services Department, Government of Sindh, Karachi.
10. Divisional Accounts Officer, Sindh House Islamabad.


SECTION OFFICER (GENERAL)

OFFICE OF THE EXECUTIVE ENGINEER, PROVINCIAL BUILDING DIVISION MIRPURKHAS
ANNUAL PROCUREMENT PLAN
FINANCIAL YEAR 2015-16

S.NO	Description of Procurement	Quantity where applicable	Estimated unit cost where applicable	Fund Allocated	Source of fund ADP / Non ADP	Proposed procurement method	Timing of procurement				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	M&R to Civil Court / Additional Court Convert in Judges Laage at Umerkot	-	300000		Non ADP	QCBS			- /		
2	M&R to Illrd Senior Civil Judge Court Building at Mirpurkhas	-	500000		Non ADP	QCBS			- /		
3	M&R to Courtr Building at Umerkot (R/R of I.T Room)	-	1000000		Non ADP	QCBS			- /		


 Executive Engineer
 Provincial Building Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS
(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING 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 Buildings Division Mirpurkhas.
- (b). Brief Description of Works M/R to Civil Court / Additional Court Convert in Judges Lauge at Umerkot.
- (c). Procuring Agency's address:- Opposite State Life Building Mirpurkhas.
- (d). Estimated Cost:- Rs.300000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-29-02-2016 @ 2:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-29-02-2016 @ 3.00 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 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) Rs.500/- (Rupees= Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accounts Officer

Contractor

Executive Engineer/Procuring Agency

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
(SCHEDULE "B" ATTACHED)					

Amount TOTAL (a)

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

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

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

Contractor

Executive Engineer/Procuring Agency

(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
(SCHEDULE "B" ATTACHED)					

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

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.

SCHEDULE BY ATTACHED

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

Contractor

Executive Engineer/Procuring Agency

NAME OF WORK:- ESTIMATE FOR THE M&R TO CIVIL COURT / ADDITIONAL COURT CONVERT IN JUGDES LAUGE AT UMERKOT.

Abstract Sheet.

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
Part "A" Buildings Schedule Items.					
1	Dismantling Pacca brick work in lime or cement mortar. (S.I.No:13, P-10)	45- Cft:	1285.63	%-Cft:	579
2	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same. (S.I.No:20, P-10)	56- Cft:	5445.00	%-Cft:	3049
3	Dismantling cement concrete plain 1:2:4. (S.I.No:19(c) P-10)	68- Cft:	3327.50	%-Cft:	2263
4	Excavation in foundation of Building Bridges and other structure i/c dagbelling dressing, refilling around structure with excavated earth watering and remming lead upto 5 ft: (b) In ordinary soil. (S.I.No:18(b) P-04)	55- Cft:	3176.25	%0-Cft:	175
5	Cement concrete brick or stone ballast 1-1/2" thick to 2" gauze ratio 1:4:8. (S.I.No:04(b) P-15)	28- Cft:	9416.28	%-Cft:	2637.
6	Pacca brick work in foundation and plinth in (I-c) cement sand mortar 1:4 (S.I.No:04(I-c), P-20)	29- Cft:	12501.41	%-Cft:	3625
7	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal rust from bars) (b) Using Tor bars. (S.I.No:08(b) P-17)	1.10 -Cwt:	5001.70	P.Cwt:	5502
8	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) R.C. work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (i) Ratio 1:2:4 90 Lbs: cement 2-Cft: sand 4-Cft: shingle 1/8" to 1/4" guaze. (S.I.No:06, P-17)	14- -Cft:	337.00	P-Cft:	4718
9	Pacca brick work in Ground floor in (I-e) cement sand mortar 1:6. (S.I.No:05(I-e) P-21)	88- -Cft:	12674.36	%-Cft:	11153
10	S/F Girder size 4" x 4" size. (S.I.No:140, P-15)	0.62 -Cwt:	3850.00	P.Cwt:	
11	S/F T-iron 2" x 2" size. (S.I.No:144, P-15)	0.82 -Cwt:	3575.00	P.Cwt:	2932
12	Erecting rolled steel beams or old rails in roof etc. erection and fixing in position. (S.I.No:06, P-91)	1.45 -Cwt:	186.34	P.Cwt:	270
13	Second class tile roofing consisting of 4" earth and 1" mud plaster with gobi leeping over 1/2" thick cement plaster 1:6 with 34 Lbs: of hot bitumen coating sand blinded, provided over one layer of 12" x 6" x 2" tiles laid in 1:6 cement mortar i/c 1:2 cement pointing under neath of tiles complete including curing etc. (S.I.No:02, P-33)	43- -Sft:	7607.25	%-Sft:	3290
14	Removing cement or lime plaster. (S.I.No:53, P-13)	62- -Sft:	121.00	%-Sft:	75
15	Applying floating coat of cement 1/32" thick. (S.I.No:14, P-53)	85- -Sft:	660.00	%-Sft:	561
16	Cement plaster 1:6 upto 20" height (b) 1/2" thick. (S.I.No:13(b) P-52)	85- -Sft:	2206.60	%-Sft:	1876

Sr. No.	Items of Work.	Qty:	Rate.	Unit.	Amount.
17	Cement plaster 1:4 upto 20" height (a) 3/8" thick. (S.I.No:11(a) P-52)	85- -Sft:	2197.52	%-Sft:	1868
18	Cement concrete plain including placing compacting, finishing and curing, complete i/c screening and washing stone aggregate without shuttering. (f) Ratio 1:2:4. (S.I.No:05(f), P-16)	17- -Cft:	14429.25	%-Cft:	2453
19	Providing and laying topping cement concrete, 1:2:4 including surface finishing and dividing into panels. (b) 1-1/2" thick topping. (S.I.No:16(b), P-42)	336- -Sft:	2548.29	%-Sft:	8562
20	P/F G.I. frames / chowkits of size 7" x 2" or 4-1/2" x 3" for doors using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage, tools and plants used in making and fixing. (S.I.No:29, P-93)	410- -Rft:	228.90	P.Rft:	9156
21	First class deodar wood wrought, joinery work in doors and windows etc, fixed in position i/c chowkits hold fasts hinges, iron towers bolts, chocks cleats, handles and cords with hooks, etc. Deodar panelled or panelled and glazed or fully glazed (b) 1-3/4" thick. (S.I.No:07(b) P-58)	9- -Sft:	1273.76	P.Sft:	11464
22	Laying white marble flooring fine dressed on the surface without winding set in lime mortar 1:2 i/c rubbing in polishing of joint. (a) 3/4" thick flooring. (S.I.No:28(a) P-43)	99- -Sft:	567.48	P.Sft:	56181
23	P/F 3/8" thick marble tiles of approved quality & colour and shade size 8" x 4" x 6" x 4" in dado skirting & facing removal / tucking of existing plaster surface etc. Over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement over mortar base i/c filling the joints and washing the tiles with white cement slurry, current finishing, cleaning and polishing etc complete. (ii) For old works. (S.I.No:68(ii) P-49)	66- -Sft:	201.07	P.Sft:	13271
24	Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2. (S.I.No:25, P-43)	24- -Sft:	27747.06	%-Sft:	6659
25	Glazed tile dado 1/4" thick laid in cement pigment over 1:2 cement sand mortar 3/4" thick including finishing. (S.I.No:38, P-45)	125- -Sft:	28299.30	%-Sft:	35374
26	Scraping ordinary distemper, oil bound distemper or paint on walls. (S.I.No:54(b) P-13)	1826- -Sft:	226.88	%-Sft:	4143
27	Primary coat of chalk under distemper. (S.I.No:23, P-54)	927- -Sft:	442.75	%-Sft:	4104
28	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete. (new surface) (S.I.No:36(a), P-55)	927- -Sft:	1989.62	%-Sft:	18444
29	Distemping on walls 03-coats. (S.I.No:24(c) P-54)	899- -Sft:	1079.65	%-Sft:	9706
30	French polishing complete (a) new work. (S.I.No:07(a) P-77)	180- -Sft:	3841.75	%-Sft:	6915
31	Supplying and fixing false ceiling of plaster of paris, in panels i/c making frame, work of Deodar wood i/c painting with Soligia paint. (S.I.No:52, P-64)	156- -Sft:	25293.42	%-Sft:	39458

Sr. No.	Items of Work.	Qty:	Rate.	Unit.	Amount.
32	First class deodar wood wrought joinery work in wire guaze door and windows with 22 S.W.G. Galvanized wire guaze 144 mesh per square inch iron fittings complete. (S.I.No:14(d), P-59)				
(d)	1-1/2" thick deodar wood framing i/c wire guaze with ordinary hinges.	70-Sft:	562.98	P.Sft:	39409
33	Painting old surface. (b) Painting sashes, fan lights, glazed or guazed, doors and windows any type 03-coats. (S.I.No:04(b) P-68)	27-Sft:	976.58	%-Sft:	264
34	Painting new surface. (b) Preparing surface and painting guard bars, gates of iron bars, gratings, railings (i/c standards braces, etc) and similar open work any type 03-coats. (S.I.No:05(d) P-70)	70-Sft:	1270.83	%-Sft:	890
Total:-					311026

TERMS & CONDITIONS.

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

(CONTRACTOR)

Assistant Engineer
Provincial Buildings Sub-Division
Umerkot


Executive Engineer
Provincial Buildings Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING 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 Buildings Division Mirpurkhas.
- (b). Brief Description of Works M/R to IIrd: Senior Civil Judge Court Building Mirpurkhas.
- (c). Procuring Agency's address:- Opposite State Life Building Mirpurkhas.
- (d). Estimated Cost:- Rs.500000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-29-02-2016 @ 2:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-29-02-2016 @ 3.00 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 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) Rs.500/- (Rupees= Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accounts Officer

Contractor

Executive Engineer/Procuring Agency

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
(SCHEDULE "B" ATTACHED)					

Amount TOTAL (a)

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

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

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

Contractor

Executive Engineer/Procuring Agency

(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
(SCHEDULE "B" ATTACHED)					

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

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.

SCHEDULE BY ATTACHED

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

Contractor

Executive Engineer/Procuring Agency

Name of Work:- ESTIMAE FOR M/R TO THIRD SENIOR CIVIL JUDGE COURT BUILDING MIRPURKHAS.

Abstract Sheet.

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>PART "A" BUILDING SCHEDULE ITEM.</u>					
1	Removing cement or lime plaster.. (S.I.No:33(a) P-	829 -Sft:	121.00.	%-Sft:	2212
2	Applying floating coat of cement 1/32" thick. (S.I.No:14, P-59)	829 -Sft:	660.00	%-Sft:	12,071
3	Removing door with chov kats. (S.I.No:33(a) P-13)	2 -No:	142.18	Each.	284
4	Pacca brick work in foundation and plinth in cement sand mortor 1:6 (S.I.No:04, P-24)	86 -Cft:	11948.36	%-Cft:	10274
5	Pacca brick work in ground floor in cement sand mortor 1:6. (S.I.No:05, P-25)	53 -Cft:	12674.36	%-Cft:	6,717
6	P/F G.I. frame / chowkits of size 7"x2" or 4-1/2"x3" for doors using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary holds fasts. Filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing. (S.I.No:29, P-98)	17 -Rft:	228.90	P.Rft:	3,891
7	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and festeiring including cost of binding wire (also includes removal rust from bars). (S.I.No:07(a-b) P-08)	2.94 -Cwt	5001.70	P.Cwt:	14,705
8	R.C.C work including all labour and material except the cost of steel reinforcement for bending and binding which will be paid separately. this rate also includes all kinds of forms mould lifting shuttering curing and washing of shingle(A) R.C work including roofslab, beams columns ,rafts lintels and other structure member laid in situ or precast and lead in position in all respect ratio 1:2:4 90 lbs: cementy 2-cft: sand 4-cft: shingle 1/8" to 1/4" inch guaze. (337.00	56.65 -Cft:	337.00	P-Cft:	19,091
9	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same. (S.I.No:20, P-11)	124 -Cft:	3327.50	%-Cft:	4,126
10	Cement concrete plain including placing compacting and curing and washing stone aggregate without shuttering ration 1:2:4. (S.I.No:05, P-17)	101 -Cft:	14429.25	%-Cft:	14,574
11	Providing and laying tiles glazed 6"x6"x1/4" on floor and wall facing in required colored and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 gray cement mortor 3/4 inch thick i/c washing and fitting and joints of slurry of white cement and pigment in desired shape with finishing cleaning cost of wax polish etc . complete i/c cutting tiles to proper profile. (SI.No:60, P- 53)	82 -Sft:	30509.77	%-Sft:	25010

12	Glazed tiles dado ¼" thick laid in cement pigment over 1:2 cement sand mortar ¾" thick cement concrete 1:2 (S.I.No:38, P-50)	100	-Sft:	28299.30	%-Sft:	28,299
13	Laying floor of approved white glazed tiles ¼" thick in white cement 1:2 over ¾" thick cement mortar 1:2 complete. (S.I.No:24, P-43)	64	-Sft:	27747.06	%-Sft:	17768
14	Cement plaster 1:4 upto 20" height (c) ¾" thick. (S.I.No:13(c) P-58)	513	-Sft:	3015.76	%-Sft:	15,471
15	Cement plaster 1/2" thick upto 20" height ratio 1:6. (S.I.No:11(b) P-58)	2,122	-Sft:	2206.60	%-Sft:	46423
16	Cement plaster 3/8" thick upto 20" height ratio 1:4. (S.I.No:13(b) P-58)	2,122	-Sft:	2197.52	%-Sft:	46631
17	S/F in position fixed iron steel grill of ¾" x ¼" size flat iron of approved design i/c painting 3-coat etc complete. (weight not to be less than 3.7 lbs / sq: foot of finished grill) (S.I.No:26, P-97)	3	-Sft:	180.50	P.Sft:	542
18	First class deodar wood wrought joinery work in wire guaze door and windows with 22 guaze.S.W,G galvanized wire guaze mesh 144 inch per square in iron fitting complete. (a) 1-3/4" thick deodar wood framing i/c wire guaze with ordinary hinges. (S.I.No:14)	24	-Sft:	902.93	P.Sft:	21,670
19	First class deodar 1-1/2" thick deodar wood framing i/c wire guaze with ordinary hinges.	28	-Sft:	562.98	P.Sft:	15,763
20	First class deodar wood wrought joinery work in wire guaze door and windows with 22 guaze. S.W.G. galvanized wire guaze mesh 144 inch per square in iron fitting complete. (a) Galvanized wire guaze fixed to chowkats ¾" thick deodar wood strips and screws. (S.I.No:14, P-67)	35	-Sft:	190.72	P.Sft:	6,675
21	Scraping colour washing on wall. (S.I.No:54(c) P-15)	4,095	-Sft:	226.88	%-Sft:	9,291
22	Distemping on wall (3 - Coats)	1,824	-Sft:	1079.65	%-Sft:	19693
23	A) Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete. (new surface) (S.I.No:36, P-61)	1,698	-Sft:	2499.46	%-Sft:	4244
24	French polishing complete (a) new work. (S.I.No:07(a) P-77)	683	-Sft:	1952.5	%-Sft:	13,336
25	Painting Door and Windows any type (2-Coats)	1,433	-Sft:	1160.06	%-Sft:	16,624
26	Preparing surface and painting corrugated surface patent roofing 2-costs etc. (S.I.No:05(a) P-76)	976	-Sft:	1072.06	%-Sft:	10,463

27	Painting sashes fan light glazed or guazed door any windows any type 2-coats. (S.I.No:05(b) P-76)	161 -Sft:	674.19	%-Sft:	1,085
28	Painting guard bars gates iron bars grating railing i/c etc similar open work total 3-coats.(New surface) (S.I.No:05(c) P-76)	875 -Sft:	674.60	%-Sft:	5,903

Total 431039

PART ; B ; W/S & S/F SCHEDULE ITEM.

1	P/F oresa type white or colour glazed earthen ware w.c. pan with cost of low level plastic flush tank of 3-gallons capacity of approved quality i/c making requisite number of holes in walls, plinth & floor & making good in C.C. 1:2:4. (a) W.C. pan oresa type 23" with plastic tank of low level down 3 gallons C.I. trap and C.I. thumble (superior quality) (i) with 4" dia	1 -No:	5088.20	Each.	5,088
2	P/F 24" x 18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I. antilever brackets 6" inches, built into wall, painted white in two coat after a primary coat of red lead paint a pair of 1/2" dia chrome plate pillar traps 1-1/2" dia rubber plug & chrome plated brass chain 1-1/4" dia malleable or cp brass traps malleable iron of brass union & making requisite number of holes in wall plinth & floor for pipe connection and making good in cement concrete 1:2:4. (S.I.No:8 P-3)	1 -No:	4928.00	Each.	4,928
3	Add extra for labour for providing & fixing of earthen ware pedestal white or coloured glazed. (Foreign & Equivalent) (S.I.No:09, P-03)	1 -No:	2533.47	Each.	2,533
4	S/F concealed tee stop cock of superior quality with crystal head 1/2" dia. (S.I.No:14(b) P-15)	2 -No:	889.46	Each.	1,779
5	P/F in position nyloon connection complete with 1/2" dia, brass stop cock with pair of bras nuts & lining joints to nyloon connection. (S.I.No:23, P-06)	2 -No:	447.15	Each.	894
6	S/F long bib cock of crystal head with c.p. head 1/2" dia. (S.I.No:15(b) P-15)	2 -No:	1384.24	Each.	2,768
7	S/F swan type pillar cock of superior quality with C.P. head 1/2" dia. (S.I.No:16(a) P-19)	1 -No:	877.80	Each.	878
8	P/F 6"x2" or 6"x3" C.I floor trap of the Approved self cleaning design with a c.i screwed down gritting with or without a vent lam complete with and i/c making requisite number of holes in walls plinth and floor for pipe connections and making good in cement concrete 1:2:4. (S.I.No: 20 P-5)	2 -No:	2042.43	Each.	4,085
9	S/F Bath room accessories set (7-pieces)i/c towel roll, brush holder soap tray, shelf of approved design i/c cost of screws, nuts etc, complete (master brand)	1 -No:	10322.40	Each.	10,322
10	P/F 6" x 4" C.C gully trap with 4" out let complete with 4" thick 1:2:4 C.C. for bed and 1/2" thick cement plaster (1:3) to the karb. C.I. Grating 6" x 6" and C.I. cover and frame 12" x 12" (inside) etc complete. (a) C.C. gully trap 6" x 6" x 4". (i) With	2 -No:	1259.50	Each.	2,519

11	Providing & fixing Handle valve made in China. (a) 1/2" dia. (S.I.No:07, P-14)	2	-No:	200.42	Each.	401
	(b) 3/4" dia.	2	-No:	271.9	Each.	544
12	Providing G.I. Pipe & specials & clamps etc Including fixing cutting & fitting complete with and i/c the cost of breaking through wall and roof. making good etc. painting to coats after cleaning the pipe etc with white zinc paint with pigment to match the colour of the building and testing with water to a pressure head of 200ft: handling. (S.I.NO: 1 P-11)					
(a)	1/2" Dia. G.I.PIPE	30	-Rft:	73.21	P.Rft:	2,196
(b)	3/4" dia G.I.PIPE	50	-Rft:	95.79	P.Rft:	4,790
(c)	1" dia G.I.PIPE.	60	-Rft:	128.55	P.Rft:	7,713
13	Add extra labour for concealed G.I. pipe and fittings i/c making recess in the wall for pipe and making good in cement mortar etc complete. (S.I.No:2(i) P11)	30	-Rft:	7.82	P.Rft:	235
14	Providing G.I. Pipe & specials etc i/c fixing cutting and fitting complete with and i/c the cost of cutting trench upto 2-1/2' feet deep refitting water ramming & disposal of surplus earth with in one chain and painting two coats of bitument paint to pipe & special after cleaning and hassian cloth soaked in a maxphalt composition wrapped tightly round pipe & testing to a pressure head of 200 feet and handling. (a) 1/2" dia G.I. Pipe. (S.I.No:01, P-12)		-Rft:		P.Rft:	90
(b)	3/4" dia G.I. Pipe	30	-Rft:	3.00	P.Rft:	90
(c)	1" dia G.I. Pipe.	40	-Rft:	4.00	P.Rft:	160
(d)	1-1/4" dia G.I. Pipe.	40	-Rft:	6.00	P.Rft:	240
					Total	52253.00

Part (C) Public Health Schedule Items.

1	Excavation for pipe line trenches and pits in soft soils i/c trimming and dressing side to true alignment and shapes leveling of beds of trenches to correct level and grade. Cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift upto 5ft: (1.52m) and lead upto one chain (30.5m). (S.I.No:1 P/46)	128	-Cft:	3750.00	%0-Cft:	480
2	Providing R.C.C pipe & collar class 'B' and fixing in trenches including cutting fitting and jointing with maxphalt complete in position and cement mortar 1:1 including testing with water to a head of 22.5 mm or 75-ft (b) 4" dia. (S.I.No:2P17) (Publi					
(a)	6" dia R.R.C pipe.	32	-Rft:	163	P.Rft:	5,216

3	Construction manhole or inspection Chamber for the required dia of circular sewer and 3'- 6" (1067 mm) depth with walls of B.B in cement mortar 1:3 cement plastered 1/3, 1/2" thick inside of walls and 1" (25mm) thick over benching and channel I / c fixing C.I Manhole cover with frame of clear opening 1-1/2 x 1, 1/2' (457 x 457mm) of 1.75 Cwt. (88.9 kg) embedded in plain C.C 1:2:4 and fixing 1" (25mm) dia M.S steps 6"(150 mm) wide projecting 4" (102 mm) from the face of wall at 12" (305 mm) C/C duly painted etc. Complete as per specification and drawing No.D.P/I of Public Health Circle Southern Zone. (a)4" to 12" dia 2'x 2' x3'-6" (without C.I cover) (S.No: 1 P/39)	1 -No:	14748.00	Each.	14,748
4	Providing, Laying UPVC Pipes of Class "B" fixing in trench i/c cutting fitting and jointing with solvent cement i/c testing with water to a head of 122 meter or 400' ft: (a) 13 mm 4" dia (S.I.No:3(a) P-24) (Public Health)	40 -Rft:	137.00	P.Rft:	2,740

Total	23184.00
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Part (D) Non - Schedule Items.

1	S.F Electric Morth 1/2 " H. Power With Donkey Pump 1 " x 1 " Sanction and Delivery i/c Making Electric Connection etc Complete.	1		Each	
					Total

GENERAL ABSTRACT

1 PART ;A: BUILDING SCH; RS.	910871.00
2 PART ;B: W/S & S/F SCH; RS.	52253.00
3 PART ;C: PUBLIC HEALTH RS	23184.00
4 PART ;D: NON-SCH; RS	0.00
G.TOTAL	986308
SAY RS.	998800

NOTE:-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied by the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing
- 6) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively without any reimbursement claim again his account.

Contractor


Executive Engineer
 Provincial Buildings Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS
(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING 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 Buildings Division Mirpurkhas.

(b). Brief Description of Works M/R to District Court Building Umerkot (R/R of I.T.Room).

(c). Procuring Agency's address:- Opposite State Life Building Mirpurkhas.

(d). Estimated Cost:- Rs.1000000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

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

(i). Deadline for Submission of Bids along with time:-29-02-2016 @ 2:00 P.M

(j). Venue, Time, and Date of Bid Opening:-29-02-2016 @ 3.00 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 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) Rs.500/- (Rupees= Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accounts Officer

Contractor

Executive Engineer/Procuring Agency

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
(SCHEDULE "B" ATTACHED)					

Amount TOTAL (a)

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

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

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

Contractor

Executive Engineer/Procuring Agency

(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
(SCHEDULE "B" ATTACHED)					

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

S.No	Name of Item.	Quantity	Rate	Unit	Amount.
9	Distempering (c) Three coats (SINO.24 (c) P-54)	3365 Sft	1079.65	% Sft	36,334
					(Rs. One thosd: seventy nine & Ps: Sixty five) only
10	S/F in position Almuniums channels framing for hinged windows & ventilator or Alcops made with 5 mm thick tinted glass glazing (Belgium) and almunium fly screen including handles stoppers & locking arrangements etc complete (b) Deluxe Model) (Bronze) (S.I.No. 84 (b) P-107)	59 Sft	1647.69	P.Sft	96,390
					(Rs: One thousand Six Hundered Fourty Seven & Ps: Sixty Nine only)
11	P/F flase ceiling of thermopore in panels of required design and size including frame work of aluminume T-section hanged with nail wire to ceiling etc complete (SINO.43 P-39)	1012 Sft	91.50	P.Sft	92,598
					(Rs.Ninty One & Ps:Fifty) only
12	Dismentling glazed or encaustic tiles etc (SINO.55 P-13)	97 Sft	786.50	% Sft	763
					(Rs Seven Hundred Eighty Six Ps: Fifty) only
13	Laying floor of approved colour glazed tiles 1/4" thick laid in white cement and pigement on a bned of 3/4" thick cement mortor 1:2 (S.I.No. 25 P- 43)	45 Sft	27747.06	% Sft	12,486
					(Rs. Twenty seven thosd: seven hund: forty seven & Ps: six) only
14	Glazed tiles dado 1/4" thick laid in pigement over 1:2 cement sand mortor 3/4" thick including finishing.(S.I.No. 38 P-45)	288 Sft	28299.30	% Sft	81,460
					(Rs. Twenty eight thosand two hundred ninty nine & Ps: Thirty) only
15	Providing and fixing deodar Almirah 9"-12" de3pth including boxing with back shelves shutters brass fittings complete. (SINO.23 P-61) (without box)	52 Sft	1776.20	P.Sft	92,824
					(Rs. One thosd: Seven hundred Seventy Six & Ps:Twenty) only
16	Making and fixing deodar wood shelves including brackets.(S.I.No: 27) P-61a) 1"	30 Sft	443.71	P.Sft	13,311
					(Rs. Four hundred Fourty Three & Ps: Seventy One) only
17	Laying white marble flooring fine dressed on the surface without winding set in lime mortor 1:2 I/c rubbing and polishing of the joints (b) 1" thick flooring. (S.I.No. 28(b) P-43)	102 Sft	628.93	P.Sft	63,915
					(Rs. Six hundred Twenty Eight & Ps: Ninty Three) only
18	Laying white marble flooring fine dressed on the surface without winding set in lime mortor 1:2 I/c rubbing and polishing of the joints (a) 3/4" thick flooring. (S.I.No. 28(a) P-43)	63 Sft	567.48	P.Sft	35,694
					(Rs.Five hundred Sixty Seven & Ps: Fourty Eight) only

S.No	Name of Item.	Quantity	Rate	Unit	Amount.
19	S/F window printed blinds (Horionatal/Vertical) with plain design & of approved colour i/c fixing in windows with necessary accessories.(SINO.71 P-67)	240 Sft	91.11	P.Sft	21,866 (Rs.Ninty One & Ps: Eleven) only
20	French polishing complete (a) On new work. (SINo.7(a) P-71)	369 Sft	3841.75	% Sft	14,158 (Rs.Three Thousand Eight hundred Forty One & Ps: Seventy Five) only
21	Applying chemical polishing on existing mosaic / marble / flooring / dado including cleaning grinding with carborandum stone / sand paper and applying chemical polish as per requirement. (SINO.70 P-49)	844 Sft	36.60	P.Sft	30,890 (Rs.Thirty Six & Ps: Sixty) only

Total **654,369**

PART "B" NON SCHEDULE ITEMS

1	Providing Supplying Revolving Chairs Superior Quality	5 Nos		E.Nos	
2	P/ Supplying sofa set 7 seated 1 Nos and 5 seater 1 No i/c glass table 3 seats i/c loading Unloading	1 Set		P.Set	
3	S/F Networking material in I.T Room i/c wires boxes wiring & labour charges etc completed.(quotation attached.)	1 Job		P.Job	
4	P/F Fancy Capsule Light with fancy plastic body, holder , saver etc complete (of approved make & design.)	12 Nos		Each	

Total

PART "C" W/S & S/F

1	P/F Eurpean type white glazed earthen ware wash down w.c.pan complete with and i/c cost of white/black plastic seat (Best Qlty:) & laid with c.p. brass hinges best quality and buffers 3 gallons white glazed earthen ware low level flushing cistern with siphone fitting 1-1/2" dia white procelain enamelled flush bend 3/4' dia and requisite No. of holes in walls plinth & floor for pipe connection and making good in c.c. 1:2:4 (foreign uality) (SINO.4 P-2)	1 Nos	11477.40	Each	11,477 (Rs.Eleven thosand: Four hundred Ps: Seventy Seven) only
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S.No	Name of Item.	Quantity	Rate	Unit	Amount.
2	P/F Orisa type white or colour glazed earthen ware W.C. pan with cost, of low level plastic flush tank of 3' gallons capacity of approved quality I/c making req: No.of holes in walls, plinth & floor and making good in c.c. 1:2:4 (a) W.C. pan orisa type 23" with plastic tank of low down 3 gallons trap & C.I. thumble (Superior quality) (i) with 4" dia Earthen Trap (S.I.No. 3(a) (ii)P-2)	1 Nos	6166.60	Each	6,167 (Rs. Six Thousand One Hundred Sixty six Ps: Sixty) only
3	P/F 4" dia C.I soil and vent pipes including cutting & fitting & extra painting to match the colour of the buildings (S.I.No. 1 P-8).	16 Rft	333.29	P.Rft	5,333 (Rs.Three Hund: Thirty Three & Ps: Twenty Nine) only
4	P/F 4"x4"x4" dia C.I. branch of the required degree with access doors rubber washer 3/8" thick and bolts and nuts and extra painting to match the colour of buildings.(SINO.5 P-8)	2 Nos	702.00	Each	1,404 (Rs.Seven Hund: Two &) only
5	Providing & fixing 4" dia. C.I plain bend of the required degree including extra painting to match the colour of the building (S.I.No. 10 P-10)	4 Nos	702.00	Each	2,808 (Rs.Seven Hund: Two &) only

Total **27,189**

General Abstract	
Part "A" Schedule Items	654,369
Part "B" Non Schedule Items	
Part "C" W/s & S/F	27,189
Total	

TERMS & CONDITIONS.

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitration clause stand from the agreement.

(CONTRACTOR)

Assistant Engineer
Provincial Buildings Sub-Division
Umerkot


Executive Engineer
Provincial Buildings Division
Mirpurkhas