OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UNLERKOT

NO: XEN (E.W) TO G-55: 67 FAIERKOT OF 2016, DATED, 28 / 03 | 2016

NOTICE INVITING TENDERS

All the interested contractors firms parties meeting the eligibility criteria under Susdi Proguedinest Regulatory Authority Rules are invited to participate, in the tenders of works detailed below:-

					1 -1	
S.No	Name of Work	Taluka	Tender Cost	Bid Security	Tende.	Time for completion
	Establishment of Public School a Umerkot	Umerkot				
1	Student Canteen		3.100	62000	tou:	12 Menths
2	Auditorium Hall		11.250	225000	3000	12 Months
3	Mini Market	,	3.500	70000	[focus	12 Months
4	Clinic		1.750	35000	1000	D. Months
5	Foot Ball Ground		3, 150	69000	1000	12 Months
6	Cricket Ground	- , 	2.850	57000	10000	12 Months
7	Tennis Court		1.280	25600	100	r2 Mondis
8	Water Supply pipe line & Water Reservoir			(365)0	i janes	12 Months

Tender documents can be had from office of the Executive Engineer Education Works Divisio. Increase in the premises of Near Government Boys High School No.01 on production of tender (fee as shown: in a cach work (Non-Refundable), from the date of publication of tender. In Daily News papers till 28-04 2016.

Tenders will be received back in scaled envelopes along with call deposit in the mane of the contract of a present all deposits in the mane of the contract of schedule bank on 29564-2016 Upto 1:00 mm and will be opened. The opening evaluation committee on same day at 1:50 pm in the presence of contractors on the line of the Executive Engineer Education Wors. Division Enternel of Evaluation for the december of the executive Engineer Education Wors. Division Enternel of Evaluation for the december of the executive Engineer Education Wors.

The Procuring Agency may reject all or any bids sooject to the relevant provision of SPPRAR.

In case any of works remain un-responded the date of issues & receipts will be as ande . -

Particular	In case of Un-Responden	work
Date of Issue & Receipt, Opening of Tenders (Receipts up to 1:00 P.M & Opening 01:30 P.M).	1.4-05-20(1.	

EXECUTIVE ENDINGER
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UMEDIE::

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- 2 Seven Copies of NIT of forwarded to the Director Information Providention relation to the Arabination for publication in the English, Urdu and Sindhi (03 News papers only

Copy furwarded with compliments for information ta: -

- 3 The Director SPPRA Karachi for placing them on the web site of www.pprashalicecomes
- 4 The Deputy Commissioner Emerkot.
- 5 The Superintending Engineer Education Works Chele Mirpurkhas.
- 6 The District Education Officer (Primary Elementary Secondary & Higher Secondary Lanera)
- 7 The Assistant Ungineer (Education Works Sub-Division) Ungryot.
- 8 Copy Notice Bourd Draftsman Head Clerk Let der Clerk.
- 9 Office Order file.

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COVERNMENT OF SINDH EDUCATION & LITERACY DEPARTMENT

Karachi, date the 28-04-2015

NOTIFICATION

NO.SO(G) EDU/E&A/PRO-EW/14-15: In pursuance of Rule = 7 of the Shidh Public Procurement : Rules, 2010, a Departmental Procurement Committee comprising of following Officers for moch with of works for various Educational Institutes / Offices / Line Departments working under Admissional Control of Education 8. Literacy Department to be procured under ADP / Regular Budget with of Education Department is constituted as undering the state of the st

Executive Engineer (Education Works)
 Concerned Education Works Division
 Education & Literacy Department

Cimional

Assissant Engineer
 Local Government Public Heggs Engineering L. pureneut

" Toraci

Assistant Engineer (Education Works) of Headquarter
Concerned Education Works sub Division
Education & Literacy Department

Section

ToRs

- Proparing bidding documents;
- · Carrying out technical as well as humicial evaluation of the bids;
- Preparing evaluation report as provided to Rule 45 of SPPRA 2010;
- Making recommendations for the award of contract to the competent; after
- Perform any other function ancillary and incidental to the above.

- DR. PAZEULLAH PECHUNG

NO.SO(G) EDUCE&APRO-EW/14-15:

Rarachi, date the 28th (May, 16).

in lopy is forwarded for laformation of an instry action to:

- 1. All Members of the Committee,
- 2. The P.S. to Senior Minister, Education & Literacy Department, Govt. of Sindh, Karachi.
- 3. The P.S to Secretary, Education & Literacy Department.
- 4. The P.S to Secretary, Local Government Public Health Engineering Department,
- 5. Office Order Fife

DEPUTY SECRETARY

SISTIN ENDOCATION A LINE XACY DEPARTMENT

18 044, 2009 1152871 P1

FRK NO. :



GOVERNMENT OF SILICIT Education & entracy department Xerachi, duta the 28-04-2015

NO.30(d) EDU/E&A/PRO-EW(CRCy14-15: In pursuance of Rule - 3), of the Stadia Public Production Rules, 2010 a Departmental Complaint Redressal Committee comprising of following Cafficult constituted as under to resolve complaint's of aggrieved bidders:-

Superintendent Engineer (Education Works) of concerned Education Works Circle Education & Literacy Department

Ciniman

Representative of District Account Officer / Accountant General, Sindh

inciaber

Representative of Head of proceeding Agency

(P-classional from relevant field concerning)

Manager

Luke

To perform according to Rule - 31 of SPPRA, 2010;

Perform any other function ancillary and incidental to the above.

SECRETARY EDUCATION TO GOVE, OF SINDIL Kacacht, dato the 28th rule, and 3

NO.SO(G) EDU/E&A/PRO-EW(CRC)/14-15:

is copy is forwarded for information & secessory action to -

- 1. All Merabers of the Committee.
- 2. The P.S to Secretary, Education & Literary Department.
- 3. Office Order File



REVISE ANNUAL PROCUREMENT PLAN FOR THE YEAR 2015-16 IN RESPECT OF EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT EDUCATION & LITERACY DEPARTMENT GOVERNMENT OF SINDIL

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ENECT THE ENGINEES

ENERGY WORKS DIVISION

ENTERGOT



STANDARD FORM OF BIDDING DOCUMER.

FOR

PROCUREMENT OF WORKS

Same of Work. Acres 5. 1

Establishment of Public School an Umerkot (Student Cantonia

issue to:
Tender fee:
DR NO:
DATED:-

CONTRACTOR

EXECUTIVE ENGLIDER
EDUCATION WOLLD AT THION
OMERKOT

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

iB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —"the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the work"). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federale Provincial. Donor beeney or any other source, which may be indicated accordingly in bidding data towards the cost of the projectisement.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.
 - b) Duly pre-qualified with the Procuring Agents. (Where required).

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
- (i) Company profile:
- (ii) Works of similar nature and size for each performed in last 3/5 years:
- (iii) Construction equipments:
- (iv) Qualification and experience of technical personnel and key site management.
- (v) Financial statement of last 3 years:
- (vi) Information regarding litigations and abandoaed works if any.

1B.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

1B.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - Form of Bid, Qualification Information & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices: Bill of Quantitie (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
- 3. Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security.
 - (ii) Form of Performance Security:

- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- Specifications
- 6. Drawings, it any

1B.5 Clarification of Bidding Documents

- 5. A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for chariffention of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (3Pat. all 23-1).

1B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

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

C. PREPARATION OF BIDS

- 1B.7 Language of Bid
- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data

1B.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer /Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with 1B.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with 115.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with 13.2(e) & 1B.11
 - (2) Documentary evidence in accordance with 13.42.

1B.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of holds of an infall premium on the rates of CSR rates and prices quoted/entered in the Schedule of Prices, which rates and price shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information the may be necessary for preparing the bid and entering into a Contract for execution of the Works.

1B.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates unit rates and prices of the Works to be performed under the contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Comract, prices quoted by the bidder shall continuin fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

1B.11 Documents Establishing Bidder's Eligibility and Qualifications

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

1B.12 Documents Establishing Works' Conformity to Hidding Documents

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

1B.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security at percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the torm of Deposit at Call Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour at the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security the second at which below Paland not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Proceeding Agency as non-responsive.
- 13.3 The bid securities of misuccessful bidders will be retarmed upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished as a quared Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause (b) accept for
- in the case of a successful bidder, if he fails within the specified time limit to:
- (i) furnish the required Performance Security or
- (ii) sign the Contract Agreement.

1B.14 Validity of Bids, Format. Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening
- In exceptional circumstances. Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1.3 of the original period. The request and the bidders to grows shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security 1. Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required it. element the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (S.45 & i.e. 38).

- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any afteration be made or if these instructions be not fully complied with, the bid may be rejected.
- Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). The shall be indicated by submitting a written Power of Attorney authorizing me signatory of the bidder to act for and an ichail of the bidder. All pages of the bid shall be initiated and official seal be affixed by the person or person signang the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to 10 km or as given in Bidding Data.

D. SUBMISSION OF BID

1B.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
 - (b) bear the name and identification number of the Contract as defined in the Bidding as a Contract Data, and
 - (e) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned targeted in case it is declared fate.
 - (e) If the outer invelope is not sealed and marked as above, the Procuring Agency (vit) add (no) responsibility for the mispiacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bolding Data with be returned unopened to such bidget.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the macdification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of files.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security parsung to 4B.13.5 (a).

E. BID OPENING AND EVALUATION

1B.16 Bid Opening, Clarification and Evaluation (SPP Eades 41, 42 & 45)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representative who do so to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name. Bid Prices, any discount, the presence of absence of Bid Security, and and other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representations of the bidders who choose to already shall sign the attendance sheet.
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be a count in the evaluation of bid.

- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be inwriting and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- (a) Prior to the detailed evaluation, pursuant to 1B.16.7 to 16.9, the finginger Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents, for purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a rotaerial deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prelative or affect the relative ranking of any other bidders.

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

- (i) has been not properly signed:
- (ii) is not accompanied by the bid security of regained amount and manner:
- (iii) stipulating price adjustment when fixed price bids were called for:
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates proyaded in Bidding Documents:
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents
- (7ii) refusing to bear important responsibilities and liabilities adjointed in the Distellar octaments, such as performance guarantees and insurance coverage:
- (viii) taking exception to critical provisions such as applicable law taxes and Juties are dispute resolution procedures.
- (ix) a material deviation or reservation is one:
- (a) which affect in any substantial way the scope, quality or performance of the works:
- (b) adoption/rectification whereof would affect unfairly the competitive position of the localers presenting substantially responsive bids.

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of her been ing.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

1B.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation. Bid comparison or Contract Award decisions may result in the rejection of his Ed. Whereas any bidder feeling agencies an may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not carrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2 (q):
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wearzh yann or to caure a wrongful loss to another party:
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process of contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain:
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or in means the offering giving receiving or soliciting, directly or in means the offering giving receiving or soliciting, directly or in means the offering giving or soliciting, directly or in means the offering giving or soliciting.
- (iv) "Fraudulent Practice" means any act or omission, including to misrepre entation, that I so fingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an outligation:
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly persons or their property to influence their participation in a procurement process, or affect the execution of a contract or respectively destroying, falsifying, aftering or concealing of evidence material to the investigation or making like statements before investigators in order to materially impede an investigation into allegations of a corrupt, druckulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for ander the Rules.

F. AWARD OF CONTRACT

1B.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation having creenole reasons for at practice evidence of any defect in contractor's capacities, may require the contractors to provide information concernity their professional rechnical, financial, legal or managerial competence whether already pre-qualified or not Provided, that such qualification shall only be laid down after recording reasons therefore in thing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder a financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B is a well as such other information required in the Bidding Documents.

1B.19 Award Criteria & Procuring Agency's Right

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

Not withstanding 1B.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

iB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procusing Agency will notify the successful bidder in writing (-1 etter of Acceptance)) that his bid has been accepted (SPI Rule 19).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid pricetopdated from time to time) stated in Letter of Acceptance shall be executed within level (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

1B.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the firm, and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of exceptant (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses 1B.26.2 ... 21 For 21 for Clause 1B.22 shall constitute sufficient grounds for the ammunaent of the award and forfeiture of the 1-2 curity.
- 21.3 Publication of Award of Contract: within seven day, of the award of contract, the procuracy half publish on the website of the authority and on its own website. I such a website exist, the result, of the bridding processidentifying the bid through procurement identifying 1 umber if any and the following information.
 - (1) Evaluation Report:
 - (2) Form of Contract and letter of Award:
 - (3) Bill of Quantities or Schedule of Requirements, (S2P Rule 20).
- 1B.22 Integrity Pact—The Bidder shall sign and stamp the Form of integrity Pact provided a Searchale-into Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Kappes (e.) (10) million Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

BIDDING DATA

INSTRUCTIONS TO BIDDERS

	Claus	se Reference:-	
1,1	Name	e of Procuring Agency: -	Executive Engineer Education Works Division Unitarion
	Brief	Description of Works:-	Establishment of Public School at Umerkot (Student Canteen)
5.1	(a) Pi	ocuring Apency's address:	Education Works Division Umerko
	tb) £	ngineer's address:	Education Works Division Uncerkor
10.3	Bid sl	nall be quoted entirely in Pak. I	Rupees. The payment shall be made in Pak. Rupees.
11.2		idder has the financial, technic shed in NIT. Financial capacity: (must be	al and constructional capability necessary to perform the confiner as follows: As ave turnover of a Maharan.
	îi.	Technical capacity:	Registration
	iii.	Construction Capacity: (45	of equipment).
12.1	(a)	A detailed description of th	e Works, essential technical and performance characteristics.
	(1)	with Schedule B to Bis. Sp drawings, photographs, ca	information, des l'aption data, literature data drawi i le le diversité l'in accordance décific Worfas Dr. Le l'ais will a course but not be la etce e la diversité number of talogues, illastra, ons une succession literatural le le la large e la large et information deteristies such a general construction discussion e le le la large et information runed.
13.1	Amoi	ant of Bid Security :-	at (2%) Rs. ——— (Rubees Four facs only
14.1	Perio	d of Bid Validity: -	90 <u>D</u> ays).
14.4	Numi	ber of Copies of the Bid to be	submitted:
	One c	original plus Ni ¹ copies.	
14.6			or the Purpose of Bid Submission: - <u>Office of Issgnitive Engines</u> of Near Government Boys III on School (so.0137 norms)
15.1	Dead	line for Submission of Bids:-	
	Lime	rai 12:00 A Xian, 28 -04 - 201	

16.1	Venue, Time, and Date of Bid Opening:-	
	Venue: Office of Executive Engineer Education Works Division Umerko:	
16.4	Fime: at 1:00 Noon on: 29 04 2016. Responsiveness of Bids:-	
(i)	Bid is valid till required period.	
*(ii) (iii)	Bid prices are firm during currency of contract Price adjustment: Completion period offered is within specified limits.	
(iv)	Bidder is eligible to Bid and possesses the requisite experience, capability and caulific con	
(v)	Bid does not deviate from basic technical requirements and	
(vi)	Bids are generally in order, etc.	
	*Procuring agency can adopt either of two options, as elect either of them.	
(a)	Fixed Price contract:— In these contracts no escalation will be provided during cares— the contract in normally period of completion of these works is up to 12 normals.	le!
(b)	Price adjustment contract:———In these contract—escalation will be paid only on these contract as notified by Finance Department. Government of Slidh, after bid opening during currency. This contract.	Ç,
	Deposit Receipt No. Charged Rs: Dated: / 261	
	C.D No. Rs. Sated: / 2016	
	Bank	

CONTRACTOR

ENECUTIVEE - AP FAR EDI CATION WOLGEN LIVISION (Mis. G.).

FORM OF BID (LETTER OF OFFER)

Bid Reference No. XEN (E.W) TC G-551 67 dated 28-03-2016

NAME OF WORK:	Establishment of Public School (a) Unierkot (Stuc	lent

Canteen)

То:	The Executive Engine								
	Umerkot.								
Gentler 1.	Having examined the Contract Data. Specific the above-named work. Pakistan hereby offer said — Documents. Rs.	eations, Drawing ks, we, the und to execute and concluding (Rupees	gs. if any. 8 c ersigned, boi complete such Addenda	ne interior of Price ng a company an a works and r thereto	es and Add ordoing build being of emody any for t	dendn Nos isiness (me duly inco (defects the he () he	o av the r _e ated betein i	for the	e execution of and addr
2. 3. 4. 5. 6. 7. 8. 9.	We understand that all As security for due per in the amount of Rs. Ceight (28) days beyond We undertake, if our lithe Contract within the We agree to abide by remain binding upon a Unless and until a fet thereof, shall consist at We undertake, if our the due performance of We understand that you we do hereby declare other person or person	the Schedules a priormance of the 2%,) 400000 - did the period of valid is accepted, the time(s) stated in this Bid for the is and may be accepted, but the Contract, but are not bound or that the Bid is	trached heres, and endertaking awn in your alidity of Bid, to commence a Contract Day period of the cepted at male to accept the made without	o form part of s and obligation favour or mach the Works anata. 8-days: from time before if and expected as, e Performance lowest or any	this Bid on of this le payable ad to delive the date of exporting the exportation and of the exportation of the exportation of the exportance of the exporta	Bid, we state you under and combined for resource to any receive any receive	dinais. Out out in a second of the control of the control out out of the control out	lor a pe e Work me sa. ur scritt fillons	riod of twe s comprise.
	Dated this		day or		2013				
	Signature in th	e capacity of		duly :	nuthorized	to sign bic	l for and	l or beli	alf'of
Contra	etori- Mr. / NES.					(Setti			
Addres Witnes	- · -					, 111			
(Signat	lure)								
Namet									
Addres	Si								

BILL OF CUANTAL BA

Description and rate of Items has also Composite scaedate of the con-

SJ		Quantity	Rate	Unit	Amount :
	Exervation in foundation of building, bridges and				
	others Structures i.e. dagbelling dressing refilling		A		
1	around structure with excavated earth Watering and	4096.8	3176.25	", OCE	15012
	remaining up to lead 5 feet (a) In ordinary soil.				
	(S.I.No 18 B P-4)				
2	Cement concrete brick or stone ballast 1 ½" to 2"	286.51	9416.28 -	" oCT:	26978
	gauge D Ratio 1:4:8 (S.I.No 4 B P-14)		- 0		
3	Pagea brick work in foundation and plinth in (1/)	1093.39	11948.36	" aCTr	30642
<u> </u>	Cement sand mortar 1:6 (S.I.No.4 II P-20)				
	Reinforced cement concrete work including all				
	labour and material except the cost of steel				
	reinforcement and its labour for bending and binding				
4	which will be paid separately. This rate also includes	2100.86	11.1	' (CH:	†() ⁼ 99()
1	all kinds of forms moulds lifting shuttering curing rendering and timishing the exposed surface				
	(including screening and washing of shingle). Little				
	(S.I.No 6 B P-16)				
	Embrication of mild acet reinforcement for comput				
	concrete including cutting bending laying in position				
5	making joints and fastenings including cost of	112.55	5001.7	P.Cwt	\$62941
)	binding wire (also includes removesal fo rust from	11		1	
i	bars.)Using Tor bars (S.I.No 8 B P-16)				
	Filling and watering ramming earth under floor with				
<i>t.</i>	surplus earth from foundation lead up to one chain	2059.20	1512.5	91 (JCH)	3115
: 6	and lift up to 5 Feet (S.I.No 21 P-4)		1211211		
	Filling, watering and ramming earth under floor new				
1 7	earth from excavated outside lead upto one chain and	1110.37	3630	*. 0CE	1031
. / !	lift upto 5 feet (\$.1.No 22 P-1)	(1100.00			
· ·	Cement concrete brick or stone bullast 1 1 2" to 2"				
: 8	guage D ratio 1:6:12 (8.1.No.4 D/p-14)	491.07	8122.95	***	30889
	Page a brick work in ground floor in (E) cement said				
()	mount 1:6 (S.I.No.5.1, P-20)	166 48	12674.36	' × 11	211342
	Proceeding and fixing G.I. frames choukhats of sile-				
	"X2" or 4 ½ x3" for doct using 20 gauge Gal sheets				
	welded hinges and fixing at site wwith necessary				
10	held fast filling with centin sand shirry or ratio 1:6	202.68	223.9	P.Rft	16393
	and repairing the jambs the cost also i'e all carriage				
	tools and plants used in making and fixing. (S.I.No.				
	[9 P-92]				
	Providing and fixing G.I frames choukhats of size				
	7"x2" or 4 ½" x3" for windows using 20 gauge (a.f.				
	sheet i/e welded hinges and fixing site with necessary	33	7. i . =	(1 (1) a'	7,,27,0
11	hold fasts filling with cement sand slurry of ratio 1:6	330,88	240.5	P.Rth	70577
	and repairing the jumbs the cost also i.e. all carriage				
	tools and plant used in making and (S.L.No 28 i ² st)				
					1

12	Supplying & fixing in position from steel grill of 3 : x 1.2 size flat iron of approved design including painting 3 coats etc complete (weight not to be 1, s than 3.7 Lbs .Sq foot of finished grill) (S.I.No 20 2-92)	146.8	180.5	P.Rri	26497
13	First class deodar wood wrought frame d and fixed in place including chow hats neidflists tower bloss chocks cleats handles cord with hooks and coast of nulls and screws etc paneled or paneled and glazed refutly glazed 1- (8.1.250.5 FP-n t)	407.4	760.28	2.81(309738
14	Cement plaster 1:6 up to 12' heath (b) 12" thick (8.1.No 13 b P-51)	522.25	2206.6	"S1i	24344
15	Cement plaster 1:4 up to 12' height (a) 3/8" thick (S.I.No 11 A P-51)	5635.11	2197.52	",Sfl	23833
16	Cement plaster 1:4 up to 12' height (c) 37' tlack (8.1.No.11 P-51)	443,78	3015.76	° Sf(1.7383
17	Providing and laying 1/1/2" thich topping connect concrete (1:2:4) including surface finishing and	1711.1	2):48.29	S1;	13680
18	dividing into panels (\$4,No to c P-H) Tow cost of bitumen (\$4,No.13 P 34)	. 1714.1	1881.4	" ₀ Sji	32353
: 19 :	Providing and laying 3" thick topping coment concrete (1:2:4) including surface finishing and dividing into panels (S.f. No 16 D.P. 41)	1308.13	4411.82	: St.	5 712
20	Trying floor of approved with about tile 17 thiel in white coment 1:2 or at 17 thiel, coment mortan 12 complete (\$4.No 2007-42).	179,94	27678.86	: Sf.	19805
21	White glazed tiles *." thick dado jointed in white cement and laid over 1:2 cement sand mortar *:" thick including finishing (S.I.No 37 P-44)	313.5	28253.61	*:Sh	88575
22	White washing (e.) three coats (S.I.No 26 P-53)	1488.06	829,95	Si_{i}^{i}	1.2330
23	Priming coat of chalk distemper (S.L.No 23 P-53)	5635.11	44[2,75]	1.80	2 (949
2-1	Distempering (e.) Three coats (8.1.No 24 P-53)	5635.14	1679.65	1.51	839
25	Proparing new surface and proparing surface of doors and window any type cincluding edges) (S.I.No	814.5	2/43	N.,	

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Hawking and the second second

SCHEDULE =A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK: Establishment of Public School at Umerkot (Student Canteen)

Bill No.	Description	Totaliount (Rs)
1	Part-A Civil Work	Rs
2	Part-B Water Supply & S/Fitting	Rs.
3	Part-C Non-Shedule Item	Rs.
	Par-D-Difference Cost of Material	Rs.
	Bid Prices (The amount to be entered in Paragraph e Form of Bid) (in words).	Rs.

CONDITIONS OF CONTRACT 1. GENERAL PROVISIONS

1.1 Definitions.

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents field on the Centrace Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Asset. A respect of design to be carried out by the Contractor of any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as tisted in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (11) days after the date the Contract comes and effect or any other date named in the Contract Data.
- 1.4.8 "Day" means a calendar day
- 1.1.9 "Fine for Completion" means the time for completing the Works as stated in the Contact of the for its extended under Sub-Clause 7.3), calculated from the Comment Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar changes but does not include any allowance for profit.

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRUSENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (154) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order (Pant, Draft or Badt Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.7 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (1)) days of receipt the Engineer/Procuring Agency shall notify any consments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not constitute any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmittee. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

- 6.1 The Procuring Agency's Risks
 The Procuring Agency's Risks are:-
- a) war, hostilities (whether war be declared or not), invesion, act of foreign enemies, within the couple; :
- b) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war within the Country:
- e) riot, commotion or disorder by persons other than the Contractor's personnel and other most lyces inhabiling the personnel and employees of Sub-Contractors, affecting the Site and or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other nazardons properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor Sub-Contractor may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic species;
- t) use or occupation by the Procuring Agency of any pair of the Works, except as may be specified in the Contract:
- g) fate handing over of dies, anomalies in drawings, law delivery of an ions and drawings of any part of the Works by the Procuring Agency is personnel or by others for whom the Procuring Agency is responsible.
- h) a suspension under Sab-Clause 2.3 unless it is attribuable to the Contractor's failure; and
- j) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Liver by and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Commeter shall submit to the Engineer Procuring Agency a program for the Works in the form stated in the Contract Data

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstates, notify the Procuring Agency/Engineer of any events) falling within the proper of Sub-citaise 6.1 or 10.3 of these docaditions of Contract and request the Procuring Agency/Engineer for a passonable extension in the time for an extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such people as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

the Contractor shall for a period stated in the Contract Data from the date of issue of the contract of Completion carry out, at no cost to the Producing Agency, repair and rectification work which is not a shaled by the earlier execution of poor quality of work or use of below specifications material in the execution of the contract of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Producing Agency Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Producing Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation

9.2 cacovering and Testing

The Engineer Procuring Agency may give instruction as to the uncovering madeous street of an ancovering and/or testing it is established; that the Contractor's design, material appears or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and or testing as a Variation in accordance with Sub-Chause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Light to Vary

The Procuring Agency/Engineer may issue Variation Orders) in writing. Where for any scanon at Las not been possible for the Procuring Agency Engineer to issue such Variations Orders), the Control to may continu any verbal orders given by the Procuring Agency Engineer in writing and if the same not not related/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract. (c)
- c) In the absence of appropriate rates, the rates in the Contract stath be used at the oats for variation, of failing which
- (d) At appropriate new rates, as may be agreed or which the Engineer Procuring Agency considers appropriate, or
- c) If the Engineer Procuring Agency so instructs, at day work rates set out in the Commet Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds I percent of the initial contract. From the threeuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub-clause (o.f.).

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) It'requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer Procuring Agency within fourteen (14) clays of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed break down of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value in the absence of a greenent, the Procuring Agency shall determine the value.

H. CONTRACT PRICE AND PAYMENT

- 11.1 (a) Terms of Payments The amount due of the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contractor shall a subject to hause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to his Sub-Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring agency and Contractor. Provided that the Interim Payment shall be caused in thirty (30) days and binal Payment within 50 has an ease of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 50 hays then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KiBOR 22% per annual is local currency and 13BOR 12% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.
 - (b) Valuation of the Works —— The Works shall be valued as provided for high. If mirect toma, subject to Clause 10.

11.2 Monthly Statements

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

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

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

11.3 interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/00) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Refention

Retention money shall be paid by the Procuring Agency to the Contractor within formeen (17) days after either the expiry of the period stated in the Contract Data, or the remeasing of notified defects of the completion of outstanding work, all as referred to in Sub-Clause 9. whichever is the fater.

11.5 Final Payment

Within twenty one (24) days from the date of issuance of the Maintenance Certificate the Connector shall submit a final account to the Engineer to verify and the Engineer shall serify the same within fouries. To days from the date of submission and forward the same to the Procuring Agency together with any documentation cosmobly required to enable the Procuring Agency to ascertain the final contract value.

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (:1) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a turnier twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

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

If the default is not remedied within twenty eight (2) days after the Procuring Agency —restript of the Contractor's notice, the Contractor may by a second notice—iven vithin a first or twenty one (2) is high or a south the Contractor shall then denobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving betting in the cise of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the more of the seed for the completion of the Works.

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) any strias to which the Procuring Agency is entitled, e) if the Procuring Agency In a serializated under Sub-Clause 12.4 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to the entitled under Sub-Clause 12.2 or 12.3. The Contractor shall be entitled to the council fits demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the executed at the date of termination. The net balance due shall be paid or repaid within twenty view 20 days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's Engineer's Estimate Contract of Competion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or samage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

a) any sums to which the Contractor is entitled under Sab-Clause 10.4, b) the cost of his demokazation, and c) less any sums to which the Procuring Agency is entitled. The net balance, the shall be paid or repair, within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-Chaise, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums and and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Post topolor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contract of a connection with the works, the matter in dispute shall, in the first place, we referred in writing to the languager, and a copy to the other party. Such reference shall state that it is made pursuant to this Chaise. No later than the twenty a git (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor Unless the Contract has already been repadated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due difference, and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

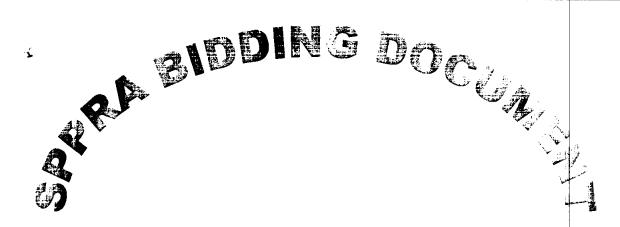
16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring of the entitled to:
- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe. Finder's fee or kickback given by the Contractor or and of his Sub-Contractors, agents or servants:
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of sacta to mination or of any other corrupt business practices of the Contractor or thy of his Sub-Contractors, agents or section 1

3

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORLS DIVISION
UNIERKOT



STANDARD FORM OF DIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

Constitution of the second

Establishment of Public School . Umerkot (Auditorium 111.11	
ISSUE TO:-	
TENDER FEE:-	3000/-
DR NO:-	DATED:-

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DE ISION
UMERKO'S

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

1B.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —"the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work"). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

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

1B.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate energory for value of works. Provided that the works easting Rs. 2.5 million or less shall not require any registration with PEC
 - b) Duly pre-qualified with the Procuring Agency. (Where required).

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years:
- (iii) Construction equipments:
- (iv) Qualification and experience of technical personnel and ker site management.
- (v) Financial statement of last 3 years:
- (vi) Information regarding litigations and abandoaed works if any.

1B.3 Cust of Bidding

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

B. BIDDING DOCUMENTS

1B.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid. Qualification Information & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices: Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Paer (works costing Rs 10 million and above)
- 3. Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security.
 - (ii) Form of Performance Security;

- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- 5. Specifications
- 6. Drawings, if any

1B.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing which three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (3PC), al. (20-1).

1B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

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

C. PREPARATION OF BIDS

- 1B.7 Language of Bid
- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data

1B.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer/Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (e) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with 35.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.14
 - (g) Documentary evidence in accordance with 1B.12.

1B.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as 1 the correctness and sufficiency of himself before Bidding as 1 the correctness and sufficiency of himself at 1 of 0, premous on the rates of CSR rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

1B.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates unit rates and prices of the Works to be performed under the contract. Prices in the Schedule of Prices Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preunible to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Comract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

1B.14 Documents Establishing Bidder's Eligibility and Qualifications

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

1B.12 Documents Establishing Works' Conformity to Hidding Documents

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

1B.13 Bld Security

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

1B.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- In exceptional circumstances. Procuring Agency may request the bidders to extend the period of vididity for a additional period but not exceeding 1.3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security 3. Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (S2P Rule 38).

- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies. Photostats are also acceptable). The shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and care chalf of the bidder. All pages of the bid shall be initiated and official seal be affixed by the person or person signated the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Posta list against a given in Bidding Data.

D. SUBMISSION OF BID

1B.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address provided in Bidding Data not cute than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
 - (b) bear the name and identification number of the Contract as defined in the Bidding at a Contract Data, and
 - (c) provide a warning not to open before the specified time and date for Bid opening a see inco in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - for the misplacement or premature opening of the Bid
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in B being Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification of written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuage to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Chariffication and Evaluation (SPP Entes 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives with the secto attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, the Prices, any discount, the presence of absence of this Security, and much other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Represent: it is of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read our and recorded at bid opening will not be all into account in the evaluation of bid.

- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (\$PP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to (B.16.7 to 16.9, the tangineer Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents, for purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

- (i) has been not properly signed:
- (ii) is not accompanied by the bid security of regained amount and meaning
- (iii) stipulating price adjustment when fixed price bids were called for.
- (iv) failing to respond to specifications:
- (v) failing to comply with Mile-stones/Critical cates provided in Bidding Documents:
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Document.
- (7ii) refusing to bear important responsibilities and fiabilities allocated in the P. Idias of ocuments, such as performance guarantees and insurance coverage:
- (iii) taking exception to critical provisions such as applicable law makes and statics are dispute resolution procedures.
- (ix) a material deviation or reservation is one:
- (a) which affect in any substantial way the scope, quality or performance of the works.
- (b) adoption/rectification whereof would affect unfairly the competitive position of some bidders presenting substantially responsive bids.

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors oursuant to IB. (6.3) hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of big or ening.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

1B.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation. Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling agency of any loope a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SUP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Franquilers Practices" means either and or any combination of the practices given below SPP Rule2 (q);
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a property gain or to cause a wrongful loss to another party:
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain:
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or active the of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that I consingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation:
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, per one or their property to influence their participation in a procurement process, or affect the execution of a contract or self-berately destroying, falsifying, altering or concealing of evidence material to the investigation or making also statements before investigators in order to materially impede an investigation into allegations of a corrupt. An alumination, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from discussing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to insterially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

1B.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having created reasons for or prior a factor evidence of any defect in contractor's capacities, may require the contractors to provide information context in their professional technical, financial, legal or managerial competence whether already provided or not Provided, that such qualification shall only be faid down after recording reasons therefore in tribing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities, it will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B. as yell as such other information required in the Bidding Documents.

1B.19 Award Criteria & Procuring Agency's Right

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

19.2 Not withstanding 1B.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

1B.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procaring Agency, the Procaring Agency will notify the successful bidder in writing (---Letter of Acceptance||) that his bid has been accepted (SPERGE 19).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security (and the Conditions) of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agency and provided in the Bidding Documents, incorporating all agreements because the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of --% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

1B.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of leaver of exceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the acquirements of Sub-Clauses H3.20.2 to 20.4 or 21.4 or Clause H3.22 shall constitute sufficient grounds for the annument of the award and forfeiture or the 3-4 recently.
- 21.3 Publication of Award of Contract: within seven day of the award of contract, the procurs as small publish on the website of the authority and on its own website. I such a website exists, the restit of the bidding process identifying the bid through procurement identifying a number if any and the following information.
 - (1) Evaluation Report:
 - (2) Form of Contract and letter of Award:
 - (3) Bill of Quantities or Schedule of Requirements. (SEP Rule 50)
- 1B.22 Integrity Pact—The Bidder shall sign and stamp the Form of Integrity Pact provided a Schedule-it to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Runee sten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

BIDDING DATA

INSTRUCTIONS TO BIDDERS

Clause Reference:-

1.1	Name	e of Procuring Agency: -	Executive Engineer Education Works Division University	
	Brief	Description of Works:-	Establishment of Public School at Umerkot (Auhanneiden	Hatt)
5.1	(a) Pr	ocuring Agency's address:	Education Works Division Umerkot	
	(b) F	ngineer's address:	Education Works Division Umerkot	
10.3	Bid sl	nall be quoted entirely in Pak. i	Rupees. The payment shall be mide in Pain Rubee .	
11.2		shed in NIT.	al and constructional capability necessary to perform the clouds ave turnover of $k \in \mathbb{R}^{n-1}$. Million).	et as follows: As
	ii.	Technical capacity:	Registration	
	iii.	Construction Capacity: 045	of equipment).	
12.1	(11)	A detailed description of the	e Works, essential technical and performance (haracler) is	
	(k)	with Schedule B to Bid. Sp drawings, photographs, cat	ecific Works Dail. This will include out not be limited to a last talogues, illustrations and such other information as a largest eteristics such a peneral construction dimensions and a large teristics.	ary to illustrate
13.1	Amos	int of Bid Security :-	J. (20 a) Rs. Rupees Four has only a	
14.1	Perio	d of Bid Validity: - (90 Da <u>ys)</u> .	
14.4	Numl	oer of Copies of the Bid to be	submitted:	
	One o	riginal plus Nil copies.		
14.6		•	r the Purpose of Biu Submission: - <u>Office 6. Esector Near Government Boys High School Nu.64 Unterfeet</u>	ative Engineer
15.1	Dead	line for Submission of Birls:-		
	Lime:	at 12:00 A.M on 28 04 2016	0.	

16.1	Venue, Time, and Date of Bid Opening:-						
	Venue:	Office of Execut	ive Engineer Edu	ration Works Dis	islam e merkos		
16.4 ~	Fime: at 1:00 N Responsivenes	Noon on: 29 (04/10) ss of Bids:-	16,				
(i)	Bid is valid till	required period.					
*(ii) (iii)		firm during currency riod offered is withi		idjustment:			
(iv)	Bidder is eligib	ole to Bid and posse	sses the requisite c	coerience, capabilia	y and qualiticati	OH:	
(v)	Bid does not d	eviate from basic tec	rlmical requiremen	and			
(vi)	Bids are genera	ally in order, etc.					
	*Procuring age	ency can adopt citi c	r of two options. e	elect either of then	1.)		
(a)		ontract:- In these d of completion of t			wide Educin Lo	r op -	fille contract and
(b)	Unice adjustm as notified by I	ent contract:- Finance Department	In these contract, clovernment of S	esculation wild be dhoufter old open	paid only on the instituting cumb	os alla aggioratio	and in the manaer postract.
	Deposit Recei	pt No.	Charged Rs: _	Dated	: -	2xeros	
	C.D No.		Rs.	Dated:	20:6		
	Unink						
						\mathcal{I}	

CONTRACTOR

EXECUTIVE FOR PARK FOR CARRIED IN A TOURISHON CAMERICS

FORM OF BID (LETTER OF OFFER

Bid Reference No. XEN (L.W) TC G-55 67 dated: 28-03-2016

NAMI	E OF WORK:	Establishme Auditorium	nt of Public Hall)	School	Umerkot .
To:	The Executive Engineer, Education Works Division Umerkot.				
Gentle 1. 2. 3. 4. 5. 6. 7. 8. 9.	Having examined the Bidding D Contract Data, Specifications, D the above-named works, we, the Pakistan hereby order to execute	rawings, if any, 8% e-undersigned, be and complete so ing. Addenda direct in Addenda direct in accordance of the undertaking and to accepted at any ement is prepared a contract between pied, to execute the prior of execute the prior of execute the prior of execute the prior of execute the pied, to execute the pied, to execute the pied, to execute the pied to accept in the pied of the accept in the pied of execute the pied.	nedule of Prices and ng a company doing and being and being tworks and real edge thereto from part of this Bick and obligations of favour or made paya the Works and to be ita. 8-days) from the dat time before the expir and executed, tail Bicks Performance Securitions of Performance Securitions of the Performance Securities of	Addenda Nos. Dashess ince the graduay freedom attached to the arrange of the first ble to you must find attached for recessing attom of that period and together you by referred to the your may receive.	for the execution name of and act of index the laws of conformity with and Price of the apprind of the conformation and it is our written acceptance from of Contract
	Dated this	day or	20	1 1	
	Signature ii. the capacity of	d.	auly antrocize	ed to sign (id.) as	to beimfof
Contra	etoris Mr. 1M S.				
Addres Witnes				(Seal)	
(Signat	ur.				
Name:					
Addres	s:				

BILLOFCHANDEDFY

Description and rate of Hems based on voin a life reservoirtees .

S.#	• Item of Work.	Quantity	Rate	Unit	Amount
1	Exeavation in foundation of building, bridges and others. Structures i/e dagbetling dressing refilling around				
	structure with excavated earth Watering and remaining	14443.76	3176.25	" a K Tr	1587
,	up to lead 5 feet (b) In ordinary soil. (8.1.No 18 B P-1				
. 2	Cement concrete briefs or stone buffor i 1/2" to 2" garage.	4143.1	9.10.28	1.07)	201132
13	D Ratio 1:4:8 (S.I.No. FB P-14) Pacea brick work in foundation and printly in (E) Cer. ant				
, ,	sand mortar 1:6 (\$.1.No.44, P-20)	43.17,43	[1848,50	194 11	515863
· - ‡	Reinforced cement concrete wors including all harour				
1	and material except the cost of steel reinforcement and its				
	labour for bending and binding which will be {aid separately. This rate also includes all kinds of forms	8485.89	337.00	°.CY	2859744
	moulds lifting shuttering curing rendering and finishing	040.507	1,) , ,()()	Λ. i.	10,197.11
	the exposed surface (including screening and washing of)				
	shingle), 1:2:4 (S.I.No () B P-16)	,			
5	Fabrication of mild steel reinforcement for cement				
	concrete including cutting bending laying in position				
:	making joints and fastenings including cost of binding	402.57	5001.70	$ Y \in \mathcal{M}$	2013534
	wire talso includes removesal formula from bars. (Chig. Tor bars (S.I.No 8 B P-15)				
6	Filling and watering running earth under floor and	•			•
	surplus earth from foundation lead up to one chain and	96.39.1	1.42.50	9 JACT	14564
	lift up to 5 Feet (\$.1.No 21 P-4)				
7	Filling, watering and running earth under floor new				
	earth from excavated outside lead noto one chain and iff	4"64.74	3030.00	1 or R [1]	17236
3	papio 5 feet (S.I.No 22 P+1) Parent brick work in ground (Foor La (L)) cement and				
. 0	mortar 1:6 (\$.1.No 5 f. P-20)	5991,7	1207-136	• • • • • • • • • • • • • • • • • • • •	759111
. ()	Providing and fixing Gil frames of outdates of size 171.27	•	•		
	or + 2 x3" for door using 20 pauge out shet he wered				
	hinges and fixing at site wwith necessary hold fast filling.	279.00	228.90	P.Rit	63863
	with centrn sand shurry or ratio 1:6 and repairing the	27,00	0.70	1 .181:	(1,76(1.1
!	jambs the cost also i.e all carriage tools and plants used in motion and finite and their costs.				
10	in making and fixing. (S.L.No 29 P-92) Providing and fixing G., frames or ordinats of size 77		0		
1.0	or 1.15° x3° for windows using 20 gauge G.1. heet at				
:	we ded hinges and taking site with necessary held to its	1 1 1 1 1			
	Hilling with cement sand sharp of an's 1:6 and repailing	1. 1.4.1	14(1.70	LR.	30.447
•	the jumbs the cost use i.e. all corrlage tools and point				
	used in making and (S.t.No 28 P-92)				
11	Cement plaster (16 up to 12' heath (b) '1." thick (8.1 to 13 b) P-51)	4920.72	2.106,60	1.81.	108581
12	1980 (1999) Ceatent plaster Tid up to 121 height (a) 3 87 thick (8.4 No)		•		
	1 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	49 (0.72)	2191.52	· .5.	
13	Commit plaster follow to 427 height to all thick Succession	25/3,8	34256	7.5	
	$\frac{1}{2} + \frac{2}{2} \frac{1}{1} = \frac{1}{2} = \frac{1}{2$				
, 1-1	Glass work	3601.61	325000	P.ST.	170530

15	First class deodar wood wrought frame d and fixed in place including chow hats holdfasts tower blots chocks cleats handles cord with hooks and coast of nails and screws etc paneled or paneled and glazed or fully giazed 1- (S.I.No 54 P-64)	406.00	760,281	P.Sr:	308674
16	Supplying & fixing imposition Aluminium channels	T.	i		
e di	framing for hinged doors or Alcop mode with 5 cm thick tinted glass gluzing (Belgium) and Alpha (Japon)	(i j , i);	[]:()* ,n()	9.8.	137192
i	locks 1/c handles stopers etc. Deluxe model (Browne) (S.t.No.83 B P.108)				
17	Providing and laying 2" thick topping cement concrete				
	(1:2:4) including surface finishing and dividing hato-	5336.37	3 175,50	9 8 :	174793
1.12	punels (S.I.No 16 c P-H)				
18	Cement file (8"x8"x3.4") haid that in 1:2 cement me air over 10" thick cement morair (8.1.No . 3 P-40)	715.58	16916.65	"aS.,	38147
19	Laying floor of approved with plazed title %" dag. in write cement 1:2 over %" thick cement mortar :2 complete (8.1.% 24.1% 12)	3350.59	27678,86	75.8°	+ 274671
20	White glazed tiles of thick dado jointed in white centent				
÷	and laid over 1:2 cement sand morear %" thick including finishing (\$.1.80 % P-44)	888.30	28253.61	"aSi	2509***
21	White washing (c) three coals (S.I.No 26 P-53)	90-1-96	820.95	"aS	24.35
21	Printing coat of chalk distemper (S.I.No 23 P-53)	1920.72	820.95 [42.75]	758.1	
	Distempering (c.) Three coats (8.1.No.24 P-53)	4920.7	1075.65	6.8%	5312"
24	Preparing new surface and preparing surface of doors				
	and window any type (including edges) (\$4.86.5 (P-	812.00	2 345.14	050	22275
					1

Amorate (OLA).

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SCHEDULE =A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK: Establishment of Public School at Umerkot (Student Canteen)

Bill No.	Description	Total Amount (Rs)
]	Part-A Civil Work	Rs
2	Part-B Water Supply & S/Fitting	Rs.
3	Part-C Non-Shedule Item	Ks.
	Par-D-Difference Cost of Material	
	Bid Prices (The amount to be entered in Paragraph e Form of Bid) (In words).	.¢s.

CONDITIONS OF CONTRACT 1. GENERAL PROVISIONS

1.1 Definitions.

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents field in the Centract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring 1. 14, 25 requirements in respect of design to be carried out by the Contractor (flany), and any Variation to such degree on
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as disted in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

- 1.4.7 "Commencement Date" means the date fourteen (43) days after the date the Contract comes and effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.4.9 "Time for Completion" means the time for completing the Works as stated in the Courts a feature or as extended under Sub-Clause 7.3), calculated from the Commentement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

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

1.2 Interpretation

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

1.3 **Priority of Documents**

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are thetaal and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Empineer, it notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the work.

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.4 Authorized Person

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

3.2 Eugineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design admitted is not in recordance with the Contract, shall reject it stating the reasons. The Contractor shall not constitute any element of the works designed by him within fourteen (14) days after the design has been submitted to the furnament Procur at Areacy of which his been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as neversary.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the sounds;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power for civil war within the doubt y:
- c) riot, commotion or disorder by persons other than the Contractor's personnel and one in the personnel and employees of Sub-Contractors, affecting the Site and on the Works:
- d) ionizing radiations, or contamination by radio-activity from any nuclear fact, or from any nuclear waste from the combustion of nuclear fact, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor Sub-Contractor may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic species:
- 1) use or occupation by the Procuring Agency of any part of the Works, except as may be specified at the Contract:
- g) late handing over of sites, anomalies in drawings, late delivery of action, and drawings of the works by the Procuring Agency to personnel or by others for whom the Procuring Agency as responsible.
- h) a suspension under Sub-Clause 2.3 unless it is attribitable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Lie and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Englineer Procuring Agency a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstance in diffy the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of the extractions of Communication that the Procuring Agency/Engineer for a cusonable extraction in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Communication with the such determination by the Procuring Agency/Engineer within such period a may be presembed by the Procuring Agency Engineer for the same; and the Procuring Agency may extend the time for completion and determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the traditional of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is not as a seed by the earlier execution of poor quality of work or use of below specifications maneful in the execution of poor quality of work or use of below specifications maneful in the execution of the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency tangineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 cacovering and Testing

the langineer/Procuring Agency may give instruction as to the uncovering major testing to the codess as result of an uncovering and/or testing it is established that the Contractor's design, material, plane or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Light to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract. or
- In the absence of appropriate rates, the raids in the Contract Shall be used at the parts for vinoation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer Procuring Agency, considers appropriate, or
- If the Engineer Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Majerials, used.

10.3 Changes in the Quantities.

a) It the final quantity of the work done differs from the quantity in the Bill of Quantities to the particular item by more than 25 percent, provided the change exceeds I percent of the initial format. Price the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sab change (6.1).

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Control Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost begin love of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency a Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor anotification for intention of ciains to the brigineer Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procusing Agency an itemized detailed break own of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procusing Agency shall check and if possible agree the value, in the absence of ingreement, the Procusing Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

- 11.1 (a) Terms of Phyments The amount due to the Contractor under any Interior Payabout Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract. shall a subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interior Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor. Provided that the Interior Payment shall be caused in thirty (30) days and Final Payment in 66 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 50 days their Procuring Agency shall pay to the Contractor compensation at the 28 days rate of K(BOR±26) per annual infocult currency and 1 (BOR±19) for foreign currency upon all sums unpaid from the date by which the same should have been paid.
 - (b) Valuation of the Works —— The Weaks shall be valued as provided for so that I make tomal subject to Clause 10.

11.2 Stontiny Statements

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

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

The Contractor shall submit each month to the Engineer Precuring Agency a subment showing the amounts to which he considers himself entired.

11.3 interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (3000) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor me sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring. Against to the Contractor within fourteen (1) may after either the expirty of the period stated in the Contract Data, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9. whichever is the later.

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the 16 gmeer Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the dethalt.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (-1) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a ranker twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving beined any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

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

If the default is not remedied within twenty eight (2) days after the Procuring Agency (1) or the contractor in tice, the Contractor may by a second notice given within a durifier twenty one (2) only over 1 have the Contract The Contractor and then demobilize from the Site.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to a vary percent (20%) of the value of parts of the Works not executed at the date of the termination, and as it the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the coarse his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the executed at the date of termination. The net balance due shall be paid or repaid within twenty signs a coarse of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the core of the Words from the Commencement Date until the date of the Procuring Agency's Engineer's assumed to confidence of confidence under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or a samage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

any sums to which the Contractor is entitled under Sop-Clause 10.4 b) the cost of his demotivization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or reput. Within thirty five (35 days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect assurances of the types, in the antonias and naming as insured the persons stipulated in the Contract Data except for items (a) to (c) and (c) of the 19 wuring Agency's Risk under Sub-Chause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with exidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to be the pre- cars slob-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without preparative to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums and and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the cover the tractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

It's dispute of any land whatsoever arises between the Procuring Agency and the Contract with a connection with the works, the matter in dispute shall, in the first place, we referred in writing to the imginizer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty cignt (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor Unless the Contract has already been repulsated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15,2 Notice of Dissatisfaction

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

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

15.3 Arbitration

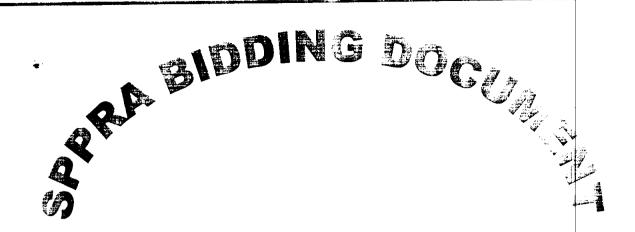
A dispute which has been the subject of a notice of dissatisfaction shall be finally settled to per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the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

16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Comractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Senedule-F to his Bid, then the Procuring orderer shall be entitled to:
- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants:
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such to mination or of any other corrupt business practices of the Contractor or may of his Sub-Contractors, agents or seather.

CONTRACTOR

EXECUTIVE ENUMEER
EDUCATION WORLD DIVISION
UNERGOD



STANDARD FORM OF EIDDING DOCUMENT.

FOR

PROCUREMENT OF WORKS

Name of Work NAAT S. # 5

Establishment of Public School a Umerkot (Mini Market)

ISSUE TO:TENDER FEE:DR NO:DATED:-

CONTRACTOR

EXECUTIVE ENCL (FER EDUCATION WORK) DI 1810N (MERKO).

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

1B.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

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

responsive.

1.2 Source of Funds

The Procuring Agency has arranged finds from its own sources or hederal/ Provincial. Donor igency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/sciente.

1B.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.
 - b) Duly pre-qualified with the Procuring Agency. (Where required).

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years.
- (iii) Construction equipments:
- (iv) Qualification and experience of technical personnel and ker site management.
- (v) Financial statement of last 3 years:
- (vi) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

1B.4 Contents of Bidding Documents

- In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid. Qualification Information & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices (Bill of Quantitie (BoQ)).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
- 3. Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security,

- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- Specifications
- 6. Drawings, if any

1B.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing with in three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (3Pc), (4), 23-1).

1B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at it is own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents parsuance Sub-Class (5.1) acreoil and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective biddens, that admowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 Fo afford interested bidders reasonable time in which to take an addendum into account in our paring their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

- 1B.7 Language of Bid
- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

1B.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer/Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duty filled and initiated, in accordance with the instances as contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with 16.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with 1B.2(c) & 1B.11
 - (g) Documentary evidence in accordance with 1B.12.

1B.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the conventors and sufficiency of the old and of the premium on the rates of CSR rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information the may be necessary for preparing the bid and entering into a Contract for execution of the Works.

1B.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bal) indicating the percentage shove or below the Composite Schedule of Rates'unit rates and prices of the Works to be performed under the contract. Prices in the Schedule of Prices'Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Comract, prices quoted by the bidder shait zerrain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

1B.14 Documents Establishing Bidder's Eligibility and Qualifications

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

1B.12 Documents Establishing Works' Conformity to Bladding Documents

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

18.13 Bid Security

- Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Cali Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security charles not below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Producing Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier
- 13.4 The Bid Security of the successful bidder will be resumed when the bidder has furnished as required Performance Security, and signed the Contract Agreement (SPP Raile 37).
- 13.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validas; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 10. 1 (th) acreof; or
 - in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) sign the Contract Agreement.

1B.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1.3 of the original period. The request and the bidders responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.43 in all respects (SPP Rule 38).

- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL[] and —COPY[] as appropriate. In the event of discrepancy between them, the original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies. Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and an echalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procure. A Spency as given it Bidding Data.

D. SUBMISSION OF BID

1B.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the same and address of the Bidder to enable the Bid to be returned suppened in case it is declared late.
 - If the outer envelope is not sealed and marked as above, the Procuring Agency will a subscribe no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- Any bid received by the Procuring Agency after the deadline for submission prescribed in Bolding Data will be returned unopened to such bidder
- Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to 4B.13.5 (a).

E. BID OPENING AND EVALUATION

1B.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders: representative, who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name. The Prices, any discount, the presence of absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representations of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be assert into account in the evaluation of bid.

- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be inwriting and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to (B.16.7 to 16.9), the Engineer Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents, For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.1 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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

16.8 Exaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of ind opening.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

1B.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation. Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling agence of hay lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SEP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either and or any combination of the practices given below SPP Rule2 (q):
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm. directly, any party or the property of the party to influence the actions of a party to achieve a wrongful loss to another party:
- (ii) "Collusive Practice" means any arrangement between two or more parties to the producement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain:
- (iii) "Corrupt Practice" means the offering, giving, receiving or solicating, directly or assire tty, of anything of value to influence the acts of another party for wrongful gain:
- (iv) "Fraudulent Practice" means any act or omission, including a misrepre-entation, that \(\lambda\) or necklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation:
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making lass statements before investigators in order to materially impede an investigation into allegations of a corrupt, irradiatent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or print. Tack evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional reclinical, financial, legal or managerial competence whether already pre-qualified or not. Provided, that such qualification shall only be laid down after recording reasons therefore in origing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities, it will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B. L. a well as such other information required in the Bidding Documents.

4B.19 Award Criteria & Procuring Agency's Right

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

- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bill, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incuring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any belief who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).
- 1B.20 Notification of Award & Signing of Contract Agreement
- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (--Letter of Acceptance|) that his bid has been accepted (SP) Refer 19).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security (cade: the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agency in provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 4.2% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within 1990 (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.
- 1B.21 Performance Security
- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of better of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses 1B.20.2 at 21.3 or 21.3 or Clause 1B.22 shall constitute sufficient grounds for the ammusiant of the award and forfeiture of the 1-4 occurity.
- 21.3 Publication of Award of Comract: within seven days of the award of contract, the procurs at staff publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process identifying the bid through procurement identifying number if any and the following information.
 - (1) Evaluation Report:
 - (2) Form of Contract and letter of Award:
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50).
- 1B.22 Integrity Pact—The Bidder shall sign and stamp the Form of integrity Pact provided a Schedule-is to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rapids (10) million Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

BIDDING DATA

INSTRUCTIONS TO BEDDERS

-	Claus	e Reference;-	
1.1	Name	of Procuring Agency: -	Executive Fugineer Education Works Division Unterkot
	Brief	Description of Works:-	Establishment of Public School at Umerkot (Min.) (vincket)
5.1	(a) Pre	ocuring Agency's address:	Education Works Division Umerkot
	(b) Ei	ngineer's address:	Education Works Division & merko
10.3	Bid sh	half be quoted entirely in Pak.	Rupees. The payment shall be made in Paid Rupees.
11.2		idder has the financial, technic hed in NIT. Financial capacity: (mast h	ral and construct) and capability necessary to perform the construct as follows: Δ_{S} ave turnover of is $s=-Nihlow$.
	ii.	Technical capacity:	Registration
	iii	Construction Capacity: 615	of equipments
12.1	(a)	A detailed description of the	ae Works, essential technical das aportic monce characters (1997)
	(b)	with Schedule B to Bid. Sp drawings, photographs, ca	information, description data, literature and drawings as required in accordance beeific Works Data. This will include but not be limited to a sufficient number of tradogues, illustrations and such other information as is necessary to illustrate acteristics such as general construction dimensions and or or relevant information ormed.
13.1	Amou	mt of Bid Security : -	or (2%) Rs. — - (Rugers E. ur. nes only).
14.1	Perio	t of Bid Validity:	(90 Days).
14.4	Numb	oer of Copies of the Bid to be	submitted:
	One o	riginal plus Nit copies.	
14.6		**	or the Purpose of Bid Submission: - Office of Executive Enginees of Near Government Boys High School No.04 timerkon
15.1	Deadl	ine for Submission of Bids:-	
	Time:	at 12:00 A.M oa 28 - 04 - 20 i	10)

16.1	Venue, Time, and Date of Bid	Opening:-					
	Venue: Office of Ex	ecutive Engineer E	ducation Vy	ork Division	Umerko	:	
16.4	Time: at 1:00 Noon on: 29:04 Responsiveness of Bids:-	2016.					
(i)	Bid is valid till required period.						
*(ii) (iii)	Bid prices are firm during curry Completion period offered is w			:			
(iv)	Bidder is eligible to Bid and po	ssesses the requisite	e coperience.	capability and	equalities	ition.	
(x)	Bid does not deviate from basis	technical requirem	ents and				
(vi)	Bids are generally in order, etc.						
	*Procuring agency can adopt ea	ther of two options.	a elect citie	grot (fishir)			
(a)	Fixed Price contract:- In a normally period of completion				d during	currer (j. s)	f the contract an
(b)	Price adjustment contract:- as notified by Finance Departm						
	Deposit Receipt No.	Charged Rs	:	bates:		20	
	C.D No.	iRs.	Dated:		2016		
	Bank						

CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORLS DIVISION UMERKO.

<u>FORM OF BID</u> (LETTER OF OFFER)

Bid Reference No. XEN (E.W) TC/G-55/ 67 dated: 28-03-2016

NAME	OF WO	ORK:		tablishme irket)	nt of Pu	blie S	<u>choot</u>	iu Cin	erkot_	(Mini
То:		eentive Engin tion Works I <u>cot.</u>								
Cientler 1.	Having Contrac	t Data, Specific ve-named worl	Bidding Docum cations, Drawin ks. we, the und	igs, if any, Sc Jersigned, bei	hedule of Pri ng a compar	ees and ry doing	Addenda 2. busines	r Nos. s under th	ior ti e name	he execution of and addr
	Pakistar	n hereby offer	to execute and	complete suc-	h works and	remedy	any defe	ets therein	in confe	ərmity xyttle
		Documents		Addenda			the	Fotte	Bid	Price
	Rs	200 01100 0 1100	(Rupees be ascertained	in an melon c	ا المحال والمراجع المراجع المراج	UN venn				
2.			the Schedules a							
3.			riormance of th					vice store at	discould be	a Bid Sec.
	in the a	mount of Rs. (.	2001 4000000 - 0	lrawn in your	favour or na	ide paya	lste to yo	et and di.	allocar po	eriod of tw
			the period of c							
4.			Bid is accepted. (time(s) stated i			na to de	fixer and	20411 % %2	AC WOLF	s comprises
5.			this Bid for th			1011	e ilxed :	· · · · · · · · · · · · · · · · · · ·	1.42.84	ng uni it i
			s and may be no							
6.			mal Agreemen La binding cont			d, tins l	3rd. Togel	ther with y	dur wint	ten acceptai
$\frac{1}{I}$.			Bid is accepted.			e Securi	t _s referre	stion, No	aditions	of Contract
0		performance of			1	1 ' 1				
8. 9.	We do	hereby declare	it are not bound that the Bid is smaking a bid t	made wither					. adangs	mient with .
	Dated tl	nis		day or		. 20	ui X			
	Signatu	re								
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Contrac	Tear II	Mr. MS.								
Addres:							(Seal	•		
Witnes:										
(Signat)	(d'c')	·								
Name:										
Addres	S:			***						

BILL OF QUANTITIES

Description and rate of Items $n_{\rm HS}/k_{\rm BH}$ Comp. The Secret property

	S.#	· · · · · · · · · · · · · · · · · · ·	Quantity	Rate	Unit	Amount
		Exeavation in foundation of building, bridges and others		:		
;	l	Structures i/e dagbelling dressing retilling around structure	4560	3176.25	" auch	14484
		with excavated earth Watering and remaining up to lead 5	1,	27 4 7 67 42 57		11101
		feet (b) In ordinary soil. (S.I.No 18 B P-1)				
	2	Cement concrete brick or stone ballast 1 m2" to 2" gamy. D	1621.6	9416.28	0 ()	152981
-		Ratio 1:4:8 (S.L.No. (1814-14)				
İ	3	Pacca brick work in foundation and plinth in (E) Centent	750,28	11948.36	9.439	89646
		Sand mortar 1:6 (\$.1.No TEP-20)				
		Reinforced cement concrete work including all labour and				
		material except the cost of steel reinforcement and its labour				
l	1	for bending and binding which will be paid separately. This		,,,	0.00	, , , , , , ,
į	-1	rate also includes all kinds of forms moulds litting	1355.48	337	%Cli	456797
		shuttering curing rendering and finishing the exposed				
1		surface (including screening and washing of shingle). 1:2:4-(S.L.No 6 B P-16)				
-		Fabrication of mild steel reinforcement for cement concrete				
		including cutting bending laying in position making joints				
i	5	and fistenings including cost of binding wire (also includes	57,19	5001.7	P.CWI	287548
	•	removesal fo rust from bars of single for bars (S.I.No.8 i. P-		. (())	1 .5 111	2.072.70
		16)				
1 =		Filling and watering rangining earth under floor with standus				
	6	easth from foundation lead up to one chain and lift up to 5	3()4.	15.7.5	"a'n'l,	1598
i		Feet (S.I.No 21 P-4)				
		Filling, watering and comming earth under floor new earth		•		
	7	from exeavated outside lead upto one chain and lift up. 5	5701	3630	"olk"H	20695
		feet (8.1 No 22 P=1)				
	8	Pacca brick work in ground floor in (i) recment sand metar	301173	10/7/3/	0.45	
	o .	1:6 (S.1.No 5 E P-20)	3011.63	12674.36	3.0Cit	381704
	()	Coment plaster 1:6 up to 12' heatharb) = " (hiek (8.LNo3 b)		101	U \$1.	1:11:
:	-	P-N)	6363.13	2206.6	" Si;	, 40469
1	10	Coment plaster 1:4 up to 12" height (a) 3/8" thick (S.I.No. 11	6363.13	2197.52	°511	139831
-		(AP-51)	0.10.7.1	# 1 / 1 · · · · · · · · · · · · · · · · ·	17.311	1,190,11
:	11	Coment plaster 1:4 up to 12" height (e) 10" thick (S.I.N. 11)	880	3015.76	%aS14	26720
		P-5()			11.12.	1 . 0, 2,,
	12	Cement tile (8"x8"x3, i") laid flat in [1,] coment mortars ver-	3 · · · · · · · · · · · · · · · · · · ·	169/6.65	**aS.(1,571.15
		"Chick gement mortan (S.I.No 13 P-30)				
•		Providing & fixing Cut sheet rolling shutter using 2 gauge				
		GLI sheet for shutter side from channel of 12 gauge for				
		rolling on 2" dia C.I pipe i e bracket of 20 gauge springs of	860.25	26-1,96	P 8:1	227024.06
		requisite size and rolling pulley necessary hold asts cats				
		bolts welding greasing all earnings L&P required for				
		making & fixing in masonry bar (S.E.No.33) p-94). Laying white marble theoring fine dressing on the surface.				
		with our winding set in time set in time mortar 1:2 inchange				
		rubbing and polishing of the joints (a) [a] thick (localing	2:19.50	567, 48	P.Si.	1214103
		(S.l.No.28/p-43)				
-	·	Coment pointing struck joints on walls (b) Ratio 1:3 (S.f.No	-			1
		19 P-52)	1838.27	1210.58	% Sil	22/109.00
		er er er får en <u>er e</u> e				1

Providing & laying 2" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels (S.I.No.16/p-41)	2030,00	3272.50	% S(t	56 193,00
17 White washing (c) three coats (S.I.No 26 P-53)	2130.5	820.95	0 $_{0}\mathrm{Sh}$	17564
19 Colur washing three coats (S.I.No 25 P-53)	1838.25	859.9	" "Sli	15807
20 riming coat of chalk distemper (S.L.No 23 P-53)	6036.13	4-12.75	#9Sti	26725
21 Distempering (c.) Three coats (S.I.No 24 P-53)	6036.13	1079.65	" oSf(65169
Preparing new surface and preparing surface of doors and window any type (including edges) (S.I. No.5 C.P-69)	1720,44	2743.14	"oSt;	7 (94 00

Maount Toll 17

3454443.00

Continuos que de ser esta de la como de la con-

Total Amount

Contractor

Pages five Cash (1997) Education Windon Post (1997) Imen to

SCHEDULE -A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK: Establishment of Public School a Umerkot (Student Canteen)

Bill No.	Description	Total Aar	unt (Rs)
 	Part-A Civil Work	Rs	
2	Part-B Water Supply & S/Fitting	Rs.	
3	Part-C Non-Shedule Item	Rs.	-
4	Par-D-Difference Cost of Materia:	· Rs.	
	Bid Prices (The amount to be entered in Paragraph e Form of Bid) (In words).	Rs.	

CONDITIONS OF CONTRACT 1. GENERAL PROVISIONS

1.1 Definitions.

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to

them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Assented a respect of design to be carried out by the Contractors always, and any Variation to such document
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as disted in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

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

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risk" means those matters listed in Sub-Clause 0.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party of obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be sumplied and incorporate in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be execut. It and any other places specified in the Contract as forming part of the Site.
- 1.1.18 ""Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub Charse 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation. Construction etc. ata. design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

The law of the Contract is the relevant Law of Islami: Republic of Pakistan.

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permiss. Econses or approvats which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvats

No approval or consent or absence of comment by the Engineer Procuring Agency shad affect the Contractor obligations.

3. ENGINEER'S/PROCUEING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any constitutions or, if the design submitted is not in a coordance with the Contract, shall reject it stating the reasons. The Contractor shall not constitute any element of the works designed by him within fourteen (14) days after the design has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), investion, act of foreign enemies, within the same;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within it. Country:
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other than the personnel and employees of Sub-Contractors, affecting the Site and or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any inclear waste from the combustion of nuclear feel, radio-active toxic explosive, or other fuzardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the C contactor Sub-Contractor, may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic species;
- 1) use or occupation by the Procuring Agency of any part of the Works, except as may be specified at the Contract:
- g) late handing over of sites, anomalies in drawings, have delivery of an done and drawings of ... port of the Works by the Procuring Agency is personnel or by others for whom the Procuring Agency is responding.
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- physical obstructions or physical conditions other than climatic conditions, encountered and the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the langineer Processing Agency a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

the Contractor shall for a period stated in the Contract Data from the date of issue of the total factor of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is not as stated by the earlier execution of poor quality of work or use of below specifications national in the essecution at a state of the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency tangineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Encovering and Tealing

The Engineer Procuring Agency may give instruction as to the uncovering and/or testing to the conference of an uncovering and/or testing it is established that the Contractor's design, material explain or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and or testing as a Variation in accordance with Sub-Clause 19.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Orderso in virting. Where for any reactor at has not beer possible for the Procuring Agency Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency Engineer in writing and if the same too no, refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract. (c)
- In the absence of appropriate rates, the rates in the Comract shall be used as too or is for variation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer Procuring Agency considers appropriate, or
- of If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1 percent of the Initial electrical Prior, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub-classe 0.12.

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Control of Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost basal down of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the calae of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Imgineer Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed break do variof the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value, in the absence of a greenent the Procuring Agency shall determine the value.

II. CONTRACT PRICE AND PAYMENT

- 11.1 (a) **Terms** of Payments The amount due to the Contractor under any Interior Payment a Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall subject to Clause 17.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring wency and Contractor Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment at 65 are a case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 10 are sitten Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KiBOR 20 oper annual is local currency and UBOR 1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.
 - (b) Varuation of the Works —— The Works shall be varied as provided for some Control Data subject to Clause 10.

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer Producing Agency and attendent showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for incrim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30 o0) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the said subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agracy to the Contractor within formers ...) any after either the expiry of the period stated in the Contract Data, or the remedying of notified defect or the completion of outstanding work, all as referred to in Sub-Clause 9... whichever is the fator.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the countries shall submit a final account to the Engineer to verify and the Engineer shall verify the same within footiee. It days from the date of submission and forward the same to the Procuring Agency together with any documental in ensonably required to enable the Procuring Agency to ascertain the final contract value.

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (:) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a (urther (wenty one (2)) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving is indicated any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

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

If the default is not remedied within eventy eight (2) days after the Producing Agency with our the Contractor wastied, the Contractor may by a second notice—ive—vithin a final entirently one (2) hay the remarked the Contractor. The Contractor shall then demobilize from the Site.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has a terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to the typercent (20%) of the value of parts of the Works not executed at the date of the termination and at it the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of the demobilization together with a sum equivalent to ten peach (10%) of the value of parts of the tooler has executed at the date of termination. The net balance doe shall be paid or repaid within twenty signs—2c) that so f the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Chaise 8.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's Linguiseer's issuance of conditions of completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

After termination, the Contractor shall be entitled to payment of the anguid balance or the value of the Works executed and of the Materials and Plant reasonably delivered to the Sire adjutated by the following:

a) uny sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demonstration, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repeated which therty five (35 days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Worl is effect assumance of the types, in directors and naming as insured the persons scipulated in the Contract Data except for items (a) to (e) and Grof the Branching Agency's Risk under Sub-Chause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required party is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the presence into Chase, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prescaling to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premissast and and recover the same plus a sum in percentage given in Contractor Data from any other an ount; due to the Contractor

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any lend whatsoever arises between the Procuring Agency and the Contract (a) connection with the works, the matter in dispute shall, in the first place, he referred in writing to the impancer, and casopy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor Unless the Contract has already been repullated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

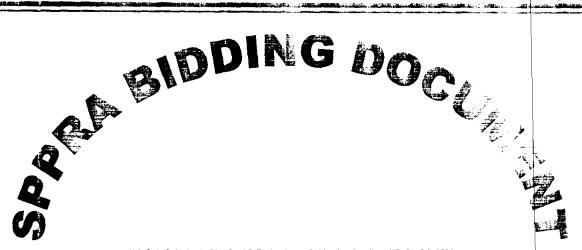
A dispute which has been the subject of a notice of dissatisfaction shall be finally settled to per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the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

16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring one cy shall be entitled to:
- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe. finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants:
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of sacra te mination or of any other corrupt business practices of the Contractor or any of his Sub-Contractor, agents or second

CONTRACTOR

EXECUTIVE ENGINEER
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STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Same of World NAC See

Establishment of Public School @ Umerkot (Clinic)

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Standered Bidding Document is in ended as a model for admeasurem. Is Percentage, Rate - Unit price for unit rates in a Bill of Quantities) type: of contract. The man to a refers to admeasurements contracts.

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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 Agenty.
- 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

(a).	Name of Procuring Agency Executive Engineer Education Works Division Unterloop						
(b).	Brief Description of Work	Establishmen: of					
(c).	Procuring Agency's Address	Near Governmen	ιΒοχο	Higa School Naio	1		
(d).	Estimated Cost;-		Rs.	1750000-			
(e).	Amount of Bid Security:-		Rs.	35(n/o =	ı.Vi .	- 1	
(ľ)	Period of Bid Validity (Days):-		;-	28 Days			
(g)	Security Deposit (i e bid Securi	(ty):s	Rs.	(15 × (\)	
(h)	Percentage, if any , to be deduc	ted from bills:	Rs.	3 250-	(Δt)	u la Liliax i	
(i)	Deadline for Submission of Bio time:-	ls along with	:-	28-04-2016			
ijı	Venue, Time & Date of Bid Op	pennigt-	(-			itive Engineer University On	
(k)	Fime for Completion from writ Commence:-	tten order of	1-	12 (fwelve)	<u>Mo</u> ntij	18	
ii	Liquidity Damages:-		1=		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
(111)	CD No.	Amount	Rs	diated	:	2:16	
	Dank						

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CONDITIONS OF CONTRACT

Clause − 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commende any portion or a commende any portion or commende any portion or contractor 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 progress is

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
- (i) Contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

 Procuring Agency/Engineer may invite fresh bids for remaining work.
- Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.
- Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and workman-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 for 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 fing neer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmunship 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 replact 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 necess 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 projection 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 work manship, 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 famished 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
EDUCAITON WORKS DIVISION
UMERKOT

CONTRACTOR

EXECUTIVE ENGINEER
EDUCAITON WORKS DIVISION
UMERKOT

BILL OF QUANTITIES

Description and rate of Items has a on Composite ten shift of the

-\$	Excavation in foundation of Soliding Bellion	_Qonnti:	y Rute	Unit	Valount
. 1	with exeavated earth Watering and remaining up to and 5 feet (b) In ordinary soil. (S.I.No.18 B.P.1)	25 12.4	3176.25	"a)(-1)	807
2	Ratio 1:4:8 (S.f.No 4 B P-14)	193.5 -	. 9416.28	. "nC'()	1826
.3	Pacea brick worn in foundation and plinth in (1) closent sand mortar E6 (8.1.No.4 EP-2a). Reinforced cement concrete voir a reclading all largers memorial assume that	Sec. 12.	11248.36	of A	26,36
- -	labour for bending and bitding which will be said separately. This rate also includes all kinds of forms moulds lifting shartering caring rendering and finishing the exposed surface (including screening and washing of shingle). 1:2:4 (S.I.No 6.B.P.16)	- 10/7,63	337	P. W	3(5)-)()
,5	Pubrication of mild steel reinforcement for cement concrete including cutting rending laying in position making joints and fasterings including cost of H. ling wire (also includes removesal forces from bars, it sing for bars (S.I.No 8 B P-16)		5001.**	$\{U_{i}^{(i)}\}_{i=1}^{N}$	Ne., ((ii)
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?	Filling, watering and ramming earth under floor new earth, done exervated outside read cross one chain and lift at to 5 feet (S.I.No 22 P-4).	Soft, in	3630	· "at till	1095
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()	Providing and tisher Gd frames croukhats of size in Quor 4 ½ X37 for door using 20 gauge Gd shet he weided hinges and fixing at site wwith necessary hold fast fixing with centre sand storry or ratio 1 to and repairing the jambs the cost also be all earlinge tools and plants used in making and fixing (84,250-29)2-92.	44,9 <u>2</u>	228.7	fokti,	l i sa
	Providing and fixing Cal frames chandrats of die 15.2% or 4.15% x3% for windows asked 20 gauge Gal sket factivelded hinges and fixed site via necessary hole astabiling with centent and slump of auto 16 and repairing the jumbs the cost a wide of cardine took and paint used in making and (\$4.15 at 28 pt).	200.8	.*40 ₀ ;	7.₹.,	49 135
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	sciews etc paneted or ranging and prazed or fluly grader, 1- SAINO 54 P-64)	ISSA-	$(G_{i,j})^{-1} X$	C_{ij}^{k} ,	£18 ()8
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	ement plaster 1.4 sp to 12" larger (a) 3.8" thick (8.1.Xo) = 1.XP-51)	.287	2197.73	$\phi_{4,8}(\xi)$	511508

16	Cement plaster 1:4 up to 12° height (c) 17° thick (S.I.No 11-P-51)	325	3015.76	6 (81)	730)
17	Providing and laying 1/1/2" thick topping cemera consected (1:2:4) including particle (inishing and dividing into parels (S.I.No 16 B P-41).	1600.1	2548, 19	e e e e e e e e e e e e e e e e e e e	13486
. 18	Tow cost of bitumen (8.1.No. 13.P.34)	1000.17	1887.1	"Sii	18876
. 19	Providing and laying 3" thick topping cement concrete (1:2:4) including surface finishing and dividing into platels (8.1.No 16 D P-41).	735,08	4411,82	**************************************	32430
26	baying floor of approved what clased tile of this in white cement 1:2 over 55 tales gement morta 1:2 complete (84.75) 24.9-475	144.26		**************************************	(: '9 _f ,
21	White glazed tiles 17.15 ck dash jobated in white content and laid over (12 cement sand contain 17" thick line sting finishing (\$J.No.37 P-44)	Torres.	. 8753.51	"68.1	t, no
3.7	White washing (c) three coats (8.1.No 26 P-53)	816.3.	8.19.95	· · · · · · · · · · · · · · · · · · ·	702.4
23	Priming coat of chalk distemper - 8.1.Xo 23 P-53;	4287	442.55	9981	13781
2.4	Distempering (c) Three coats (S.I.No 24 P-53)	1287	1679,65	1.55	4628.
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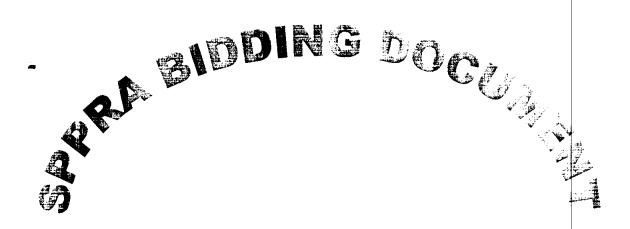
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STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

same of Work and A See 5.

<u>Establishment o</u>	f Public School a Umerkot(Foot Ball Ground
ISSUE TO:-	
TENDER FEE:-	1000/-
DR NO:-	DATED:-

CONTRACTOR

EXECUTIVE ENC. SPER TOTAL CATION WOLK - LITERION UMERKOT

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

1B.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —"the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work"). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its awn sources or hederale Provincial. Donor igency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/seneme.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category to value of works. Provided that the works costing Rs. 2.5 million or less shall not require and registration with PEC
 - b) Duly pre-qualified with the Procuring Agency. (Where required). In the event that prequalification of potential bidder has been undertaken, only bids from preductified bidders will be considered for award of Contract
 - e) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
 - (i) Company profile;
 - (ii) Works of similar nature and size for each performed in last 3.5 years.
 - (iii) Construction equipment a
 - (iv) Qualification and experience of technical personnel and ker site management:
 - (v) Financial statement of last 3 years:
 - (vi) Information regarding litigations and abandoned works if any

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

1B.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - Form of Bid. Qualification Information & Schedules to Bid.
 Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices (B): Lof Quantitie ((B)Q).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
 - Conditions of Contract & Contract Data
 - 1. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security.

- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- 5. Specifications
- 6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SP2), 31, 23-1).

1B.6 Amendment of Bidding Documents (SPP Rules 22,2) & 22).

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

C. PREPARATION OF BIDS

1B.7 Language of Bid

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

1B.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer/Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (e) Schedules (A to F) to Bid duly filled and initialed, in accordance with the matrices is contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with 36.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with 1B.2(c) & 1B.14
 - (g) Documentary evidence in accordance with 1B.12.

1B.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as 1 the correctors and sufficiency of the 3 d and of the premium on the rates of CSR rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information the many be necessary for preparing the bid and entering into a Contract for execution of the Works.

1B.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preumble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shull remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

1B.11 Documents Establishing Bidder's Eligibility and Qualifications

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

1B.12 Documents Establishing Works' Conformity to Bidding Documents.

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

1B.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Cali Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security thould not below Palance not exceeding 5% of bid price estimated cost SPP Rule 37).
- Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procurity Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be retarned upon award of contract to the saccessful bidder or on the expiry of validity of Bid Security whichever is earlier
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Raie 37).
- 13.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 10.1 (b) nereoft or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security of
 - (ii) sign the Contract Agreement.

1B.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening
- In exceptional circumstances. Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1.3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with 1B.13 in all respects (\$21) Rule 38).

- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL[] and —COPY[] as appropriate. In the event of discrepancy between them, the original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and an edual of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signate the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Poscos', a process as given in Bidding Data.

D. SUBMISSION OF BID

1B.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address provided in Bidding Data not latter than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data: and
 - (c) provide a warning not to open before the specified time and date for Bid opening a sterings in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the faute and address of the Bidder to enable the Bid to be returned suppened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will is at the no responsibility for the mispacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Beloing Data will be returned unopened to such bidder.
- Any bidder may modify or withdraw his bid after bid submission provided that the modification or written noney of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids
- 45.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the experation of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to 48.13.5 (a).

E. BID OPENING AND EVALUATION

1B.16 ■ Bid Opening, Chariffication and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders? representative, who are ise to attend at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, 13.6 Prices, any discount, the presence of absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representations of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be an an into account in the evaluation of bid.

- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (\$PP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to 1B.16.7 to 16.9, the Engineer Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of bese instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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

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

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

16.8 Lyaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of insloceraing.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

1B.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is autounced by the Procuring Agency. The evaluation result shall be autounced at least seven (07) days prior to award of Contact (SPP Rule 45). The autouncement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation. Bid comparison or Contract Award decisions may result in the rejection of his bid. Whereas any binder reclaig agence, d. may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned h. Styr Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Franchileat Practices" means either the brany combination of the practices given below SPP Rule2 (q):
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a vicinitial gain of to cause a wrongful loss to another party:
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain:
- (iii) "Corrupt Practice" means the offering, giving, receiving or solicating, directly or manes thy of anything of value to influence the acts of another party for wrongful gain:
- (iv) "Fraudulent Practice" means any act or omission, including a misrepre entation. But it are logity or recidessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an ordigation:
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly persons or their property to influence their participation in a procurement process, or affect the execution of a contract or cell perately destroying falsifying, aftering or concealing of evidence material to the investigation or making also statements before investigators in order to materially impede an investigation into allegations of a corrupt, draidlent, coercive or collustive practice; or threatening, harassing or intimidating any party to prevent it from directoring its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to interially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having created reasons for or print. Hole evidence of any defect in contractor's capacities, may require the contractors to provide information concentration began their professions rechnical, financial, legal or managerial competence whether alreads pre-qualified or not Provided, that such qualification shall only be laid down after recording reasons therefore in citing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities, it will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B = x well as such other information required in the Bidding Documents.
- 1B.19 Award Criteria & Procuring Agency's Right
- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bulk in both determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract at accordance with the provisions of the IB.18.

- 19.2 Not withstanding 1B.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).
- 1B.20 Notification of Award & Signing of Contract Agreement
- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (---Letter of Acceptance||) that his bid has been accepted (S21 Table 19).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security scales the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agency and provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped in rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within the contract Agreement by the successful bidder from the Procuring Agency.
- 1B.21 Performance Security
- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the fact, and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of acceptance. (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB 20.2 × 20.3 or 21.4 or Clause IB 22 shall constitute sufficient grounds for the annetment of the award and forbitions or he is a beginning.
- 21.3 Publication of Award of Contract: within seven day of the award of contract, the procuracy draft publish on the website of the authority and on its own website, if such a website exist, the result of a bidding process identifying the bid through procurement identifying 1 umber if any and the fortexing informs of a such as a contract.
 - (1) Evaluation Report:
 - (2) Form of Contract and letter of Award:
 - (3) Bill of Quantities or Schedule of Requirements. (822 Rule 50)
- 1B.22 Integrity Pact—The Bidder shall sign and stamp the Form of integrity Pact provided in Schedule is to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Range's ten (10) million failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

BIDDING DATA

INSTRUCTIO, IS TO BIDDERS.

-	Claus	e Reference:-					
1.1	Name of Procuring Agency: -		Executive Engineer Education Works Division Uncerket				
Brief Description of Works:-			Establishment of Public School a Umerkot (Foo: Ball Ground)				
5.1	(a) Pr	ocuring Agency's address:	Education Works Division Umerko:				
	(b) E	ngineer's address:	Education Works Division Umerkot				
10.3	Bid sh	nall be quoted entirely in Pak. 1	Rupees. The payment shall be made in Pak. Rupees.				
11.2		The bidder has the financial, technical and constructional capability necessary to perform the dominant as follows: As published in NIT. i. Financial capacity: (must have surmover of R) Million).					
	ii.	Technical capacity:	Registration				
	iii.	Construction Capacity: (45	of equipment).				
12.1	(a)	A detailed description of the	e Works, essential technical and performance characterisms.				
	(4)	with Schedule B to Bid. Sp drawings, photographs, cal	information, description data, literature and drawings a sequired in accordance recific Works Data. This will include but not be in free to a milicient number of ralogues, illustrations and such other information as a researcy to illustrate actoristics such a peneral construction dimensions and to a revenue information and.				
13.1	Amm	int of Bid Security : -	$a_{-}(2\%)$ Rs (Rupees Four acts only a				
14.1	Perio	d of Bid Validity:	90 Days).				
14.4	Number of Copies of the Bid to be submitted:						
	One c	original plus Niļ vopies.					
14.6			or the Purpose of Bitl Submission: - Office of Executive Engineer of Near Government Boys High School No.01 Umeria				
15.1	Dead	line for Submission of Bids:-					
	Lime:	; at 12:00 A.M on 28 04 201	α_{c}				

16.1	Venue, Time, and Date of Bid Opening:-							
	Venue:	Office of Exec	rative Engineer	Education V	York Division	i Umjer <u>i</u> ko:		
16.4 -) Noon on: 29-04 ress of Bids:-	2016.					
(i)	Bid is valid till required period.							
*(ii) (iii)	,	E diprices are fire of congruence of contract Price of Justine 1. Completion period offered is within specified limits.						
(iv)	Bidder is elig	gible to Bid and pos	sesses the requis	ite e sperien c s	e, eapability an	e qualification		
(x)	Bid does not	deviate from basic	technical require	ments and				
(vi)	Bids are gen	erally in order, etc.						
	*Procuring ::	gency canadopt citi	ner of two option	s. Colect eitl	Lerot the 19			
(a)		contract:- In the				ed during corr	·	f the contract and
(b)	•	ment contract:- y Finance Departme			·	•	I	and in the manner contract.
	Deposit Rec	cipt No.	Charged B	S:	Izace.:	2.		
	C.D No.		Rs.	Dated:		2016		
	Bank	er sammer						

CONTRACTOR

ENECUTIVE ENGINEER
EDUCATION WORLS DIVISION
EMERKS

FORM OF BID (LETTER OF OFFER)

Bid Reference No. XEN (E.W) TC/G-55% 67 dated: 28-03-2016

NAME OF WORK: Establishment of Public School a Umerkot (Foot Ball Ground)

To:	The Executive Education W	Engineer, orks Division				
	<u>Umerkot.</u>					
Gentlei						
1.	Contract Data, the above-name	Specifications. Dr	awings, if any, 8 undersigned, b	ig Instructions to Bidders, Bid chedule of Prices and Addend ring a company doing busine and being dufy	la Nos. ess under the	for the execution
	Pakistan hereby	offer to execute	and complete su	on works and teniegy guy ger		a conformity with
	said Docui		12 Addenda	thereto for the	1.0	B.d. Price
	Rs	(Rupecs				
		•		e with the said Documents.		
2. 3.				no form part of this Bid.		
٥.				gs and obligations of this Bld. r thyour or made phyable to y		
		n Rs. (25a) 40000 beyond the period			ATC THE THE	in a period or iss
-l.			•	or In the Weeks and to deliver an	dicon e	k. Avoras comprese
- - .		thin the time(s) sta				
5.	Nie agree to al:	olde by to bottom R	or the period on	. S-days from the later axed		pot comet days be so
	remain binding	upon us and may l	to accepted at all.	time before the expiration of	Man per stal	
6.				Fund executed, this Bid, tog	ether von S	bur Written accept it.
7.		onstitute a binding If our Bid is rever		rus. he Performance Security reter.	redita ilicii	elition of Contract
		nance of the Contra				
8.	We understand	that you are not be	ound to accept th	c lowest or any bid you may re		
9.	•	declare that the Bi persons making a		at any cortusion, comparison	or that a con-	lar, angement with a
	process contracts					
	Dated this		day of	. 20. 1		
	Signature					
		in the capacity o	:	culy authorized to sig	garlad ud	r ar behalf of
Contra	riori- Mr. 1 N	1.8				
				1000	1 0	
Addres Witnes					1	
(Signat	ure)	· · · · · · · · · · · · · · · · · · ·				
Name:						
A .1 In .						

BILL OF CHANGUEES

Description and real of Items are a fon Composite school described a Part-127 Will Works

,		11 M (17.8)			
S.*	tem of Work.	Quartity	Rate	1.64	, and ont
ŀ	Executation in foundation of building, bridges and others. Structures i.e dagbetling dressing refilling around structure with executated earth. Watering and remaining up to lead 5 feet (b) In ordinary soil. (S.I.No 18 B P-4)	8250	3176.25	o ₆ (-(*)}	.*6204
2	Coment concrete brick or stone ballast 1 ½ to 2" gauge D-Ratio 1:6:12 (\$1.No 4 D P-14)	1912	8102.95		157748
3	Pacea brick work in toundation and plinth in (E) Cenant said mortar I:6 (S.i.No.4 E P 20)	12(49).7	11948,36	** e0. 41	11.968
.4 :	Comem concrete pinal including placing compacting finishing and curing complete chachacing screening and washing at stone aggregate without Ratio 1(3)6 (S.L.No. 5 H.P-15)	832.5	10590	⁹ at at	E 04853
5	Cyment plaster 1:6 up to 12' neath (b) 's' thick (8.LNo 13 b P-51)	832.5	220000	¹⁹ o > 11	18310
6	Cement plaster 1:4 ap to 12' height (a) 3.8" thick (S.E. to 11.A P-51)	85.1.5	19733		
. 7	Providing & fixing 3.8" thick marble tiles of approved quality and colour that hade size 8" x 4" .6" x 4" hade o skirting and facing removal tucking of existing phaser surface etc over '4" thick base of cement mortar 1.3 setting of tiles in slurry of white cement over mortar base including filling the joints and washing the tiles with white cement slurry currint finishing cleaning and (1) For new works (\$1.No.68 P=48)	2719.5	186.04	P.SIL	505936
8	Damp proof course with (cement sand and shinele concrete 1(2)4) including 2 rout to a phaltic mixture 11 3" fillek (S.I.N) (28 C.2-18)	9(5)	3932.19	* Si:	11840
9	Catting Dunes	86400	1760.55	9500 (1)	11:1
10	Fiding, watering and ramining earth under floor new earth from excavated outside lend upto one chain and fift up. 5 feet (S.I.No 22 P-i)	64800	3630	* ************************************	335204
11	Leveling dressing and maid: Jawas (8.1.No.42 P.103)	86400	181.5	l Pash	1308:0
12	Turting lawns (excluding cost of torth (8.1.No.43 P.103	864.00	5-11-13-	**************************************	[2 F 2.11
	unounci				3 0 9058 9. 00

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Total America

Contractor

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BILLOFO ANDRESS

Description and rate of Items in the archive result of School above a parameter \mathcal{H}_{ij} . Water full by & School archive \mathcal{H}_{ij}

1 5.11	ttem of Work.	Quantity	Rate	Unit	Amsount
	Providing G.I pipes & special etc including fixing cutting & fitting complete with & I'e the cost of cutting (rench upto 2-17) feet deep refilling watering ramming and disposal of surplus earth winthin one chain and painting 2 coats of bitumen pain to pipes & specials after cleaning & hessian cloth soaked in maxphalt composition wrapped tightly round pipes and testing to a pressure head of 200 feet and handling. (S.I.No.1 P.14)	80	355.27	P.RTi	23422,00
2	Providing fixing C.I. standard 90 degress behas in trench Fe testing with water to a pressure of 200 ft (8 LNo.2 a P.22)	i .	610.50	tach	1.42.00
	Anoma POTAL			<u>.</u>	30.363.00
	Prononce quoted on item So	.01	1. 1.15 A 2.75 B	C (S	
	Much a mount			į	

Contractor

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Education Vocassis of acc.

a. 1 - 1

SCHEDULE -A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK: Establishment of Public School a Umerkot (Student Canteen)

Bill No.	Description	Total and at (1ts)	
	Part-A Civil Work	Rs	
2	Part-B Water Supply & S/Fitting	Rs.	
Total c	of BID price	Rs.	

CONDITIONS OF CONTRACT 1. GENERAL PROVISIONS

1.1 Definitions.

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents if ited in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, archeding Procuring to end of requirements in respect of design to be carried out by the Contractor of any), and any Mari along to such cooks and
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as disted in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

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

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risk" means those matters listed in Sub-Clause 5.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party to obligations illegal or impracticable and which is beyond that Party to reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be execut, it, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer Procuring Agency under Sub-Hause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

The law of the Contract is the relevant Law of Islami: Republic of Pakistan.

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Comractor, assist him in applying for permiss, licenses or approvals which are required for the Works.

2.3 Eagineer's/Procuring Agency's Instructions

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

2.4 Approvals

No approval or consent or absence of comment by the Engineer Procuring Agency shad safect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (181) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Banl. Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in Secondance with the Contract, shall reject it stating the reasons. The Contractor shall not constant any element of the Vorks designed by him within fourteen (14) days after the design has been rejected, because that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the equation
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country:
- e) riot, commotion or disorder by persons other than the Contractor's personnel and on it is approved including the personnel and employees of Sub-Contractors, affection the Site and or the Works;
- d) ionizing radiations, or communication by radio-activity from any nuclear fuel, or from any explosive from the combustion of nuclear fuel, radio-active toxic explosive, or other nazardons properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor Sub-Contractor, may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic special
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract:
- g) that handing over of dies, anomalies in drawings, have delivery of as don, an advancings of any part of the Works by the Procuring Agency to personnel or by others for whom the Procuring Agency is respond to:
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Commetor shall submit to the Engineer Processing Agency a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstance, positive the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause of or 10.3 of there or difference and request the Procuring Agency/Engineer for a casonable extendion in the fine for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such pool of a may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the aid notice of completion from the countries the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to analyticate or shall notify the Contractor his reasons for not taking-over the works. This issuing the Certificate of Completion to analyticate or shall notify the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of used of the Mail care of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is not a shall by the earlier execution of poor quality of work or use of below specifications material in the execution of North said period, and subject to the Procuring Agency Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 tacovering and Teating

The Engineer Procuring Agency may give instruction as to the uncovering anchoolests of an accordance with the Contractor shall be paid for such uncovering and or testing it is established that the Contractor's design, material appear or workmansing are not in accordance with the Contract, the Contractor shall be paid for such uncovering and or testing as a Variation in accordance with Sub-Clause 19.2.

10. VARIATIONS AND CLAIMS

10.1 Night to Vary

The Procuring Agency/Engineer may issue Variation Orderest in virting. Where for any catabast Law not been possible for the Procuring Agency Engineer to issue such Variations Orderes), the Contactor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same as two reciped/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same had be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract.
- c) In the absence of appropriate rates, the rates in the Contract shall be used at the park for variation, or failing which
- At appropriate new races, as may be agreed or which the finguieer Procuring Agency considers appropriate, or
- e) If the Engineer Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change excluded 1 percent of the initial element. Indeed, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per substances [6,2].

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the finginger with a detailed cost beral down of any case at the Bill of Quantities.

10.1 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

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

II. CONTRACT PRICE AND PAYMENT

- 11.1 (a) Terms of Payments The amount due to the Contractor under any Interira Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall a subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interira Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor. Provided that the Interim Payment shall be caused in thirty (30) days and I mat Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 70 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of K(BOR) 2% per analysis. Jocal currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

11.2 Monthly Statements

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

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

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

11.3 Interim Payments

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

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fonction (1.1) may after either the expiry of the period stated in the Contract Data, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (+1) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a far ner twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving Limited any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

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

If the default is not remedied within twenty eight (2) days not the Producing Agency (1) of the contractor may by a second notice, iver within a further awanty one (2) in the new Contractor the Contractor shall then demobilize from the Sitz.

12.3 Ensolveney

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 164.
- any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Chaise 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to the animated under Sub-Chaise of the Works not executed at the date of the termination, and as it the Contractor has terminated under Sub-Chaise 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the assertion as executed in the date of termination. The net balance due shall be paid or repaid within twenty them. 2 or days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works.

Subject to Sub-Clause 8.1, the Contractor shall take full responsibility for me care at the Works from the Commencement Date until the date of the Procuring Agency's Engineer's insurance of Ce of the Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss of tamage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably derivered to the site acquired by the following:

a) uny sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demonstration, and c) less any sums to which the Procuring Agency is entitled. The net balance she shall be paid or reput. A phin thirty five (35 days of the notice of termination.

14. INSURANCE

14.1 Arrangements

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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the ore mass kelo-Chause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without probable to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums such and recover the same plus a sum in percentage given in Contractor Data from any other amount (due to the Contractor).

15. RESOLUTION OF DISPUTES

15.1 Engineer's Gecision

If a dispute of any land whatsoever arises between the Procuring Agency and the Contract. In convex, the matter in dispute shall, in the first place, the referred in writing to the languager, that it copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Engineer) and the Contractor Unless the Contract has already been repadated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diffigence, and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then be can approach Superintending Engineer within 14- lays, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per classe 45.3.

15.3 Arbitration

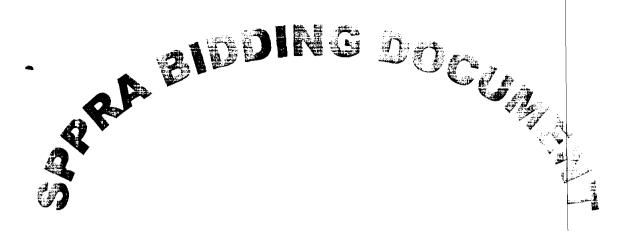
A dispute which has been the subject of a notice of dissatisfaction shall be finally settled a per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the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

16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Sen, dule-F to his Bid, then the Procuring menery shall be entitled to:
- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe. finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servicus:
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of specific minution or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents of sections

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORLS DIVISION
UNERSOE



STANDARD FORM OF BIDDING DOCUMENT.

FOR

PROCUREMENT OF WORKS

Name of North Additional

Establishment of Public School at Umerkot (Cricket Ground)

ISSUE TO:
TENDER FEE:
DR NO:
DAT ED:-

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS LIGISION
UMERKOT

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

1B.1 Scope of Bid & Source of Funds

I.I Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —"the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work"). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-

responsive.

1.2 Source of Funds

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

1B.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC
 - b) Duly pre-qualified with the Procuring Agency. (Where required).

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years:
- (iii) Construction equipments:
- (iv) Qualification and experience of technical personnel and key site management:
- (v) Financial statement of last 3 years:
- (vi) Information regarding litigations and abandoned works if any.

1B.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

1B.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid. Qualification Information & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices. Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
- 3. Conditions of Contract & Contract Data
- Standard Forms;
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security:

- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- 5. Specifications
- 6. Drawings, it any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/Procuring Agency's address indicated in the Bidding Data.
- An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing which three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SP) 1 (4), 23-1).

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

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

C. PREPARATION OF BIDS

- 1B.7 Language of Bid
- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data

1B.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer/Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.44.3.
 - (d) Bid Security furnished in accordance with 11:43.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11.
 - (g) Documentary evidence in accordance with 43.12.

IB.9 Sufficiency of Bid

- 9.1 bach bidder shall satisfy himself before Bidding as to the correctness and sufficiency of the let at a fairful premium-on the rates of CSR rates and prices quoted/entered in the Schedule of Prices, which rates at a prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

1B.10 Bid Prices, Currency of Bid and Payment

The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Blidding Documents

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

1B.13 Bid Security

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

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances. Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1.3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (S2P Rule 38).

- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies. Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and an pelial of the bidder All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Proceeding Verdick as given in Bidding Data.

D. SUBMISSION OF BID

1B.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein
- 15.2 The inner and outer cuvelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Comract Data, and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned intopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will a subscribe in responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Beloing Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids
- Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

- 1B.16 Bid Opening, Clarification and Evaluation (SPP Eales 41, 42 & 43)
- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representative as he and is to attend, at the time, date and in the place specified in the Bidding Data.
- The bidder's name. Did Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read our and recorded at bid opening will not be the account in the evaluation of bid.

- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (\$PP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to 1B.16.7 to 16.9, the Engineer Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB. (6.4) hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of her opening.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its But from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation. Bid comparison or Contract Award decisions may result in the rejection of his bid. Whereas any bidder feeling agerics of largy lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SEP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2 (q):
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful loss to another party:
- (ii) "Collusive Practice" means any arrangement between two or more parties to the producement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain:
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or in inectly, of anything of value to influence the acts of another party for wrongful gain:
- (iv) "Fraudulent Practice" means any act or omission, including a anisrepre entation, that I, as singly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation:
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or aeliberately desiroying. Easifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having creeiele reasons for or prints face evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, rechnical, financial, legal or managerial competence whether already pre-qualified or not.

 Provided, that such qualification shall only be laid down after recording reasons therefore in oriting. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder: financial and rechained capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B. i. a well as such other information required in the Bidding Documents.

1B.19 Award Criteria & Procuring Agency's Right

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

- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).
- 1B.20 Notification of Award & Signing of Contract Agreement
- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance||) that his bid has been accepted (S2). Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agriculture provided in the Bidding Documents, incorporating ail agreements browcen the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder daily stamped at rate of \$\insightarrow \gamma_0\$ of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within \$\insightarrow \text{in}\$ (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.
- 1B.21 Performance Security
- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of hetter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Chauses (B.26.2). 20.3 or 21.4 or Clause (B.22 shall constitute sufficient grounds for the annument of the award and forfeiture or the following).
- 21.3 Publication of Award of Contract: within seven day, of the award of contract, the procurage shaft publish on the website of the authority and on its own website, if such a website exist, the result of the bidding processidentifying the bid through procurement identifying number if any and the following information.
 - (1) Evaluation Report:
 - (2) Form of Contract and letter of Award:
 - (3) Bill of Quantities or Schedule of Requirement.. (S2P Rule 50)
- 1B.22 Integrity Pact—The Bidder shall sign and stamp the Form of Integrity Pact provided as \$ neddle-it to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupecs ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

BIDDING DATA

INSTRUCTIONS TO BIDDERS

_	Clause	Reference:-	
1.1	Name of Procuring Agency: -		Executive Engineer Education Works Division Unserted
Brief Description of Works:-		Description of Works:-	Establishment of Public School a Umerko! (virious viround)
5.1	rai Pro	curing Apency's address:	Education Works Division Umerko:
	(o) En	gineer's address:	Education Works Division Umerkot
10.3	Bid sha	all be quoted entirely in Pak. I	Rupees. The payment shall be made in Pak. Rupee .
11.2		ned in NIT. Financial capacity: (raus) in Technical capacity: (raus) in Construction Capacity: (45) A detailed description of the Complete set of rechnical in with Schedule B to Bld. Specially in photograpus, van	Registration of equipment). e Works, essential technical and performance characteries escapilited in accordance edific Works Data. This will include but not be France and it is included in accordance throughout flastrations and such other information as a record acceptable such a peneral construction dimensions and or as acceptable accordance consistes such a peneral construction dimensions and or as acceptable.
13.1	Amoui	nt of Bid Security : -	$a_{-}(2^{\circ}_{0})$ Rs. $-$ (Rupees Four facs only).
14.1	Period	l af Bid Validity:	Su Days).
1-11	Numb	er of Copies of the Bid to be	submitted:
	One or	iginal plas Nil vopies.	
14.6			r the Purpose of Bid Sutanission: - Office of Escentive Engineer at Near Government Boy (118th > 1800) No.34 (Covern
15.1	Deadli	ne for Submission of Bids:-	
	Lime: a	at 12:00 A.M on 28 [04] 201	6.

16.1	Venue, Time, and Date of Bid Opening:-
	Venue: Office of Executive Engineer Education Works Division Umerkon
16.4	Time: at 1:00 Noon on: 29:04 P046. Responsiveness of Bids:-
(i)	Bid is valid till required period.
*(ii) (iii)	Bid prices are firm during currency of contract Price adjustment: Completion period offered is within specified limits.
(iv)	Bidder is eligible to Bid and possesses the requisite experience, capability and qualification
(x)	Hid does not deviate from basic rectinical requirements and
(vi)	Bids are generally in order, etc.
	*Procuring agency can adopt either of two options. (Select either of them)
(a)	Fixed Price contract:— In these contracts no escalation will be provided during currency of the contract an normally period of completion of these works is up to 12 months.
(b)	Price adjustment contract:— In these contract: escalation will be paid only on those deans and in the mann as notified by Finance Department. Government of S'adh, after bid opening during currency at the contract.
	Deposit Receipt No. Charged Rs: Danca: 2010.
	C.D.No. Bated: 2046
	trank

CONTRACTOR

EXECUTIVE E GINESIA EDUCATION WORLS DIVISION UMERKO.

FORM OF BID OFFICER OF OFFICER

Bid Reference No. XEN (InW) FC G-55 67 dated: 28-03-2016

NAME OF WORK:

Address:

Establishment of Public School a Unicket (Cricket Ground)

The Executive Engineer, To: Education Works Division Umerkot. Gentlemen. Having examined the Bidding Documents including Instructions to Bidders, Bidding Lean, Conditions of Conne 1. Contract Data, Specifications, Drawings, if any, Schedule of Prices and Adderda Losfor the execution the above-named works, we the undersigned, being a company doing business, made the name of and addr and being day heron, and under the law-Pakistan hereby offer to execute and complete such works and remedy any defect office in the conformity with Bid Price Addenda thereto for the said Documents including (Rupees such other sum as may be ascertained in accordance with the said Documents. We understand that all the Schedules attached hereto form part of this Bid. As security for due performance of the undertakings and obligations of this Bid, we supplied elewith a Bid Sector in the amount of Rs. (2%) 400000 - drawn in your favour or angle payable to you and yaid for a period of twe eight (28) days beyond the period of validity of Bid. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete he works comprised 4. the Contract within the time(s) stated in Contract Data. We agree to abide by this Bid for the period of (28-days) from the date fixed for recoil in the same and it so 5. remain binding upon as and may be accepted at any time before the expiration of that period Unless and until a formal Agreement is prepare, and executed, this Bid, together as a poor written acceptan 6 thereof, shall constitute a binding contact between is: We undertake, It our Bullis accepted, to execute the Performance Security referre I to him addition to Contract the due performance of the Contract. We understand that you are not bound to accept the lowest or any bid you may receive. 8 We do hereby declare that the Bid is made without any collusion, comparison of the conformal management with other person or persons making a bid for the Work 2013 Dated this day of Signature duly authorized to sign aid to author behalf of in the capacity of Mr. M.S. Contractor:-(800) Address Witness: (Signature) Name:

BILL OF CHANGE IN

	Description and the of Hems tall the	11 3 2 2		1 .	
S.#	ftem of Work.	Quantity	Pate	Unit	. Consum
<u> </u> 1	Acayation in foundation of building, bridges and others Structures i.e dagbelling dressing refilling around structure- with exeavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil. (S.I.No 18 B.P.1)	1976	3176.25	* aK][6276
1	Cutting Dunes	15896	1760.55	o .). []	27986
2	Filling, watering and ramming enria under floor new earth from excavated outside lead upto one chain and lift upto 5 feet (S.L.No. 22 P-4)	1271.	8630 06 1	0 1	15.163
3	fixtra Lead up to 5 miles	12717	43026,00	$\Pi^{(i)}(\mathbb{R}^n)$	47.162
4	Pacca brick work in foundation and plinth in (E) Cement sand mortar 1:6 (S.L.No.4 EP-20)	8125	11948.36	mar Ti	970804
5	Cement plaster 1:6 up to 12' heath (b) 35' thick (8.1 No 13 b P-51)	2650	2206.60	1550	38478
6	Cement plaster 1:1 up to 12" beight (a) 3.8" thick - (S.L.No 11 A P-51)	2650	219732	1 11	18234
7	Laying white murble 3.4" thick flooring fine dressed on the surface without winding set in lime mortar (.2 including rubbing mand polishing of the joilles (S.I.No 28 P-12)		z 37.48	7.541	0.8212
8	Forting lawns (excluding cost of (urf) (S.I.No. 3 P.103)	6358.5	e e e e e e e e e e e e e e e e e e e	51	1" 31
. 9	Coment concrete brick or stone bellast 1 17 to 17 gauge D Ratio 1:4:8 (S.I.No.4 B P-14)		Programas	• •	
10	Providing and laying 3" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels (8.1.No In D P-41)	162	. 1 1 82 	1 1	20,383

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SCHEDULE -A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK: Establishment of Public School at Umerkot (Stadent Canteen)

Bill No.	Description	Tomb A.1	tunt (Rs)
1	Part-A Civil Work	Rs	
2	Part-B Water Supply & S/Fitting	Rs.	
3	Part-C Non-Shedule Item	i₹s.	
	Par-D-Difference Cost of Materia	Rs.	
	Bid Prices (The amount to be entered in Paragraph e Form of Bid) (In words).	: ₹ s.	

CONDITIONS OF CONTRACT 1. GENERAL PROVISIONS

1.1 Definitions.

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents fixed in the Centract Date.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring 1.1.20 equirements in respect of design to be carried out by the Contractor of any), and any Variation to such document
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as fisted in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

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

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, which including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the xecution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risk" means those matters fisted in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Parc 1 objectations illegal of impracticable and which is beyond that Party's reasonable control.
- 1.1.1.5 "Materials" means things of all kinds (other than Plant) to be supplied and incorporate in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1,1.17 "Site" means the places provided by the Procuring Agency where the Works are to be execut. It and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sale 14 as 210 %
- 1.1.19 "Works" means any or all the works whether Supply, Installation. Construction etc. and design (it any) to be performed by the Contractor including temporary works and any variation thereof.
- 4.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the porcose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

L4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourtzen (14) days of receipt the Engineer Procuring Agency shall notify any comments or, if the Jesign rabmitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not constitute any element of the works designed by him within fourteen (14) days after the design has been submitted to the Interneer Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as neversary.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks The Procuring Agency's Risks are:-

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the face of issue of the that from period carry out, at no cost to the Procuring Agency, repair and rectification work which is not a stated by the earlier execution of poor quality of work or use of below specifications material in the execution of poor quality of work or use of below specifications material in the execution of a stated by the earlier execution of poor quality of work or use of below specifications material in the execution of a stated by the earlier execution of poor quality of work or use of below specifications material in the execution of the said period, that subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency tingineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 cacovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation (Orderes) in viring. Where for any reason at has not been possible for the Procuring Agency Engineer to issue such Variations Orderes), the Context of may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same use as reduce? denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract.
- In the absence of appropriate rates, the races in the Commer shall be used a late of is for vacuation, of failing which
- d) At appropriate new rates, as may be agreed or which the Engineer Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of fabour and Contractor's Equipment, and of "Agrerials, used."

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities to the particular item by more than 25 percent, provided the change exceeds I percent of the initial domain. This is the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub-clause 19.2.

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Control Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed contract of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the impineer Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and China Procedure

The Contractor shall submit to the Engineer/Procusing Agency an itemized detailed breautovariot of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value, in the absence of a greenest, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

- 11.1 (a) Terms of Phyments—The amount due to the Contractor under any interim Payment Cartificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Thatse 17.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Cardicate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referres to la Sub-Chause 11.5 within 60days after such Final Payment Certificate has been jointly verified by Procuring vecacy and Contractor Provided that the Interim Payment shall be caused in thirty (30) days and binal Payment in too days in case of foreign-funded project. In the event of the failure of the Procuring Agency to make payment within so the strength of the Contractor compensation at the 28 days rate of KiBOR=2% per annual indical currency and LIBOR=1% for foreign currency, upon all sums impaid from the date by which the same should have been paid.
 - (b) Variation of the Works
 The Works shall be varied as provided for in the financial pant pant subject to Clause 10

11.2 Monthly Statements

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

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

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

11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (13) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a rantier twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving begins any Contractor's figuipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

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

If the default is not remedied within twenty eight (2) days after the Producing Agency of reads of the Contractor's notice, the Contractor may by a second notice given within a finite rewenty one 2 of high are leade the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 40.4.
- any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to a set by percent (20%) of the value of parts of the Works not executed at the date of the termination, and at it the Contractor has terminated under Sub-Clause 12.2 or 12.3, as Contractor shall be entitled to the coarset his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the most executed at the date of termination. The net balance due shall be paid or repaid within twenty signs (2) days of the notice of termination.

13. PHSKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall lake full responsibility for me care of the works from the Commencement Date until the date of the Procuring Agency's Engineer's Estuance of Configuration under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

a) any sums to which the Contractor is entitled under Sob-Clause 10.4. b) the cost of his demolialization, and cyless any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repair of thin thirty five (35 days of the notice of termination.

14. INSURANCE

14.1 Arrangements

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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the oregands but-Chase, or tails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prefailible to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the promising our and recover the same plus a sum in percentage given in Contractor Data from my other any man; due to the Confinctor

15. RESOLUTION OF DESPUTES

15.1 Engineer's Decision

It a dispute of any Lond whatsoever arises between the Procuring Agency and the Contract of a connection with the works, the matter is dispute shall, in the first place, we referred in writing to the languager, out a copy to the other party. Such reference shall state that it is made pursuam to this Clause. No later than the twenty light (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

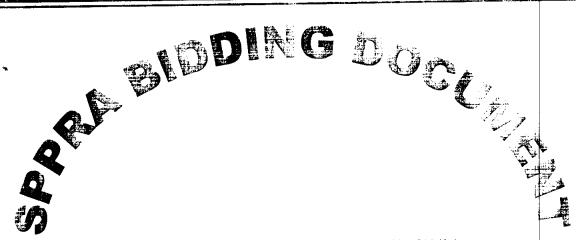
A dispute which has been the subject of a notice of dissatisfaction shall be finally settled at per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the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

16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Contractors, agency or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Cherry shall be entitled to:
- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe. Finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servicus:
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of sact termination or of any other corrupt business practices of the Contractor or tray of his Sub-Contractors agents or section.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORL UNISION
UNERGOOD



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 hillion)

Name of Wor : N.DES. C

Establishment of Public School @ Umerkot (Tennis Court.

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1).14. /.			
Tender Fee	Abach t	10.00/-	

Standered Bidding Document is intended as a model for admeasurements. Percentage admeasurements for unit rates in a Bill of Quantities) types of contract. The main text refers to produce admeasurements contracts.

EXECUTIVI, ENGINEER EDUCATION WORKS DIVISION UMITEROT

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 the 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 Ageney.
- 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 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 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

(:1).	Name of Procuring Agency	Executive Engin	eer Edu	endon Works Di	vision Umerko	,t.
(b).	Brief Description of Work	Establishment o	f Public	School & Umerl	kot (Tennis Co	urt)
(C).	Procuring Agency's Address	Near Covern &	at Boye	Hilga Section So.	:-1	
rd),	Estimated Cost:-		R≼.	$(\mathbb{P} 8)(E)(I)$		
(e).	Amount of Bid Security:-		Rs.	`5()(d) =	· Min}	
(1)	Period of Bid Validity (Days):	-	:-	28 Days		
(g)	Security Deposit (i e bid Secu	ity n-	Rs.	:5:4{ii:/(+ =	· . \(\frac{1}{2}\tau_{-1}\)	ı
(11)	Percentage, if any , to be dedu	eted from bills .	R_8 .	Rectify =	λι U (L.Cax)
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(j)	Venue. Fittle & Date of Bla O	pening:-	1-			e Engineer Jerkot On
i (s.)	Time for Completion from we Commence:	itten order of	1-	(Le alva)	3 <u>16</u> 6 - 5 <u>8</u>	
(1)	Liquidity Damages:-		:-		· // " o	
(1)1)	CD No.	Amoan	t Rs.	dates	i.	A416
	Bank					

EXECUTIVE ENGINEER

HD. JAHON WORLS DIVISION

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CONDITIONS OF CONTRACT

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

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

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
- (i) Contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:
- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

- Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.
- Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision at 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 workman-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 for 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 longinger-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful works unship 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 replact 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 work manship, 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 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
EDUCAITON WORKS DIVISION
UMERKOT

CONTRACTOR

EXECUTIVÉ ENGINEER EDUCAITON WORKS DIVISION UMERKOT

BILL OF GUANTITIES

Description and rate of Items bus 9 on Comp s with an $|\varepsilon| = \pi - \pi$

Part " V" WAR Sort

$\frac{1}{1}$ S.:	Item of Work.	 Quantitj	Rine	Unit	Ariount :
: 1	Excavation in foundation of building, bridges and others Structures i.e. dagbelling dressing relitting around structure with excavated earth Watering and remaining up to least 5 feet and he ordinary ail. (\$1.No 18 B P-1)	722,00	3176(5	O (17)}	5503
1	Cement concrete brick or stone ballast 1 37 ± 27 gauge D Ratio 1:4:8 (S.I.No 4 B P-14)	1404	9416.28	0 000	32.705
	Providing and taying 3" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels (8.4.No 16 P-41)	7200	- 4411.82	° .S!}	17651
	Pacea brick work in foundation and plinth in (E) Cement sand mortar 1:6 (S.I.No 4 E P-20)	2995	EPvi8 36	6 II	57853
-1	Cement plaster 1:6 up to 12' heath (b) 5"ick (\$.1.No 13 b P-\$1)	791.5	2306.6	9 80	17165
	Coment plaster 15/ up to 12' height (a) 3.8" liel. (8.1.No 11 A P-51)	291.5	2007.00	$\frac{2n}{n} = -\frac{n^2}{n}$	93
()	Split tile 34" thick matt glazed or double grazed jointed in write coment and laid over 1:2 grey coment sand mortar 37 thick including finishing complete (Flooring and facing) (8.1.No 69 P-48)	791.5	21021.41	$\sigma_{ij} s_{k}(\hat{q})$. 66.382
	Providing & fixing 4: that Co soil & yent ripe including cutting and fitting and extra pantial or match the colour of building (\$1\\$0.1 p = 9	, +,VX+	S 16 7	i*	'4

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BILLORG JANTITIES

Description and rate of Items based on Compastion the days of an

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S.#	Rem of Work.	Quantity	Rate	Unit	Almount
1	Providing & fixing 4" dia C.I. soil & yent lipe including cutting and fitting and extra paint/ligot match the colour of building (8.I.No.I P.9)	}t1,(jţ.			333.00
	Showan TOTAL			4 <u>3333.1</u> 13.	
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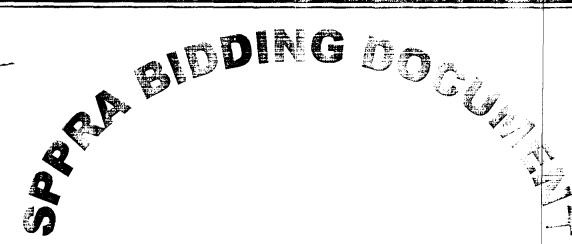
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<u>S.#</u>	Cost of Bid Amount	Antole II
ï	A-Cost of based on Composite sch: of Rate (lvi. Wests	(14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -
2	B-Cost of based on Composite Schr of Rate (78 & 8 %)	
	Total Cost of Dis.	Karaman and

Continuer

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STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Same of the about the

ESTABLISHMENT OF PUBLIC SCHOOL a UMERKOT (Water Supply pipe line & Water Reservoir)

Issociation Aug.	Market to a grade a contract of the contract o
D.R.4Du(al:	The state of the s
Tender fee Amount	.000/-

Slandered Bidding Document is included as a model for admeasurements. Percentages of Rate 1 Unit price for unit rates in a Bill of Quantities) types of contract. The inner telegraters to admeasurements contracts.

32.8

EXECUTIVE ENGINEER
LDUCATION WORKS DIVISION
UML KOT

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

We 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 In iting Tender (NIT)/Invitation for Bid (IFB) holsted 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.
- The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of S₱P 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 earrying 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

(a).	Name of Procuring Agency	Executive Engin	eer Edu	eation Works Div	ision Umerkot.	
(b).	Brief Description of Work	Establishment of & Water Reserv		School (a. Umerk	of (Water Supply pir	e line
(c).	Procuring Agency's Address	Near Governmen	nt Boys	Itigh School No.0	1	
(d).	Estimated Cost:		Rs.	2180000		
120,	Amount of Bid Security:-		Rs.	43000 -	(A(-11-)	
(1)	Period of Bid Validity (Days):	;-	:-	28 Days		
(일)	Security Deposit (i c bid Seca	rity):-	Rs.	109000 -	$(\Delta t^{-1/n})$	
(h)	Percentage, if any , to be dedu	icted from bills :-	Rs.	163500 -	$(X(\mathbb{R}^n)) \cdot \mathbb{L}(\mathfrak{u} X)$	
i:	Deadline for Submission of B time:-	ids along with	:-	78/04/2016		
(j)	Venue, Time & Date of Bid C	Ppening:-	:-		the Exportise Li Works Umerkot 1:30 (1:8)	erineet Or
1 L	Time for Completion from wi Commence:-	ltien order of) -	(2) (Twelve)	<u>Montas</u>	
1 3	Liquidity Damagest-		:-		(), u	
(111)	CD No	Amout	nt Rs.,	dated	: (1)6	
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EXECUTIVE ENGINEER

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CONDITIONS OF CONTRACT

Clause — 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such mority 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 progress on the progress.

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 contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

- (A) Procuring Agency Executive Engineer may terminate the contract if either of the following conditions exits:-
- (i) Contractor causes a breach of any clause of the Contract:
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired:
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other causal
- (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 contributor shall have:-
- (i) No elain 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 eaused 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 a foresaid, 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 workman-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 initiated 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 for 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 rant 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 duly 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 Pagineer-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 ease the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect fiability 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 replact 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 efford 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 citizen 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 of 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 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 incorred 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.

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 each 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
EDUCAITON WORKS DIV SION
UMERKOT

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

BILL OF GUANTITIES

Description and rate of items based on composite Scheduse of Rules (Co. W. 1991)

Exeavation for tanks and reservoir in soft soil 1/2 trimming and dressing sides to true alignment design correct profiles and shape leveling of beds of treneltes to correct level grade. Fe laying of earth in 6 flayers of 1789—3000—3001—14267. 1 Construction of tanks and dressing and disp salt of surplus Exeavated earth within one chain as directed by Ingineer in charge be. Providing lence guard lights (lags salt of surplus Exeavated earth within one chain as directed by Ingineer in charge be. Providing lence guard lights (lags salt of surplus Exeavation) and lead upto one chain. (30.5mm)(PHS). NO. IP-67) 1 Execution for tank and reservoir in wet sill the trimming and dressing. (81.No.14.P-74) 1 Exeavation for pipe line in trenebes & pt., in soft soil the rimming and dressing sides to are alignment and shape leveling of bods of trenehes to correct level and grade enting joint holes and disposal of surplus earth within a one chain is a director engineer in charge be providing lence mads light emporary erosing for non-vehiculas reaffic water even require. Ifft upto 5 flut. Schmann Una, upto one chain grade administration of Sul. Schmann Una, upto one chain grade and context Structures lee daglefiling dressing realing and emaining up to lead 5 feet (b) in ordinary sell. (SLN) (3.B.14.). OTB-609 1 Excavation in foundation of building, bridge, and others Structures lee daglefiling dressing realing and remaining up to lead 5 feet (b) in ordinary sell. (SLN) (3.B.14.). OTB-609 1 Excavation for foundation and wishing at some aggregate without Ratio (r.R. SLN) 5 (1.B.1). (i) Redio (1.4.8) (ii) Redio (1.4.8) (iii) Redio (2.2.6) Pacca brick work where them building ineading stiking of bolin, upto (2. Keet veruge in 6.4). The Cement sand mortal to (SLN) (7.B.21). The Cement plaster fine up to (1.B.16) from the day.	- S.//	Item of Work,	Quanticy	Rate	Unit	Valount
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Cement plaster 1:6 up to 12' heath (b) 1.2' thiel. 2000 2200 6 9-50	/		<u>/()-}</u>	- -	" oc H	12295
5 1000 1000 1000 1000 1000 1000 1000 10	· —	• • • • • • • • • • • • • • • • • • • •				+
	8	(\$.1.No 13 b P-51)	100();	2206.6	"osli	90250

· — · · · · · · · · · · · · · · · · · ·	Cement plaster 1:4 up to 12" height (a) 3.8" thic ((S.I.No 11 A P-51)	-4090	2197 52	0.581)	35879
10	Cement pointing struck joints on walls (a) Ratio 1:3 (S.I.No 19 P-52)	788	1213.58	u ás í Ì	9563
11	Making & fixing steel grated door with 1.16" thick sheeting including angle iron frame 2"x2"3.8" and 34" square bars 4" centre to centre with locking arrangement (\$4.No 24 P-91)	20 .	726,72	P.sft	14534
12	Damp proof course with (cement sand and shingle concrete 1:2:4) including 2 coats of asplialtic mixture (B 2" thick (S.I.No 28 3 P-18)	230	3912.85	$v_{n^{\infty}}(t)$	S(i()()
13	Refilling the exeavated stuff in trenches in trenches in layers is quartering ramming to full compaction etc complete (PHSI NO.24 P-77).	672	2760 -	° 5001ì	1855
1-1	Colour washing (b.) two coats (S.I.No 25 P-55)	1641	859,9	0.15	Latti
15	Preparing surface and painting guard bars gates of iron bars gratings railings chicluding standards braces etc) and similar open work. (S.I.No.5 = P _e 69)		1645.27°	"asti	0.58
16	Small iron works such as gusset plates kness bebds stirrups ring etc (8.1.No-1 P-90)	7.99	6420.61	P.cut	51301
17	Erection mild steel beams or rails erection for posts etc other them roofs (S.I.No-7 P-96)	7,99	92.57	P.ewt	740
	. Garage de la Ma			504767.00	

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Description and it to of Items has a ton Companies Same about to Water ways a Pipe time.

$S.^{\#}$	Item of Work.	Quantity	Rate	Unit	Ajaount
	Providing laying UPVC pressure pipes of class 'B' (equivalent make) fixing in trench i.e.ca. ing fitting and jointing with 'Z' joint with one rabber ring i/c testing with water to a head 61 meter or 200 ft (S.I.No. i.b. P.22)	(s(3(2)	137,00	P.Rti	<u> k3.1900</u> 1
2	Suppling C.I stice valve heavy (S.I.No.2 P.97)	<u> </u>	5460,00	Each	10020
3	Specials for PVC 'B' Class (S.I.No.5 P.100)				
. i)	Pve	<u>,</u>	1800,60	Lach	35000
ii)	6" dia	7)	1062.50	Fact.	2123
	4" dia		731.25	Lach	1463
· iii)	4" dia	į	(87.50)	Lucl.	1050
ix)	4" dia	i.	95(0,00)	Fach	321
4	Exeavation for pipe line in treaches and pits in sandy soils ite trianming and dressing sides to true alignment and shape leveling of bed of trenelies to correct level and grade cutting joint holes and disposal of surplus earth within a one chain as directed by engineer in charge pro providing tence guards lights flags and temporary crossings for non-vehicular traffic where ever required lift upto 5ft (1.52m) and lead upto one chain (30.5m) (S.1.No.2 P.60)	30()().)	3750.00	° 50€11	(46.250
5	Making Joint to PVC speciais (S.I.No.1 P.35)	10	70.00	Each	700
()	Joint C.I.M.S pipe and specials (S.I.No.1 P.35)	- 1	713.00	Each	2052
7	Refilling the excavated study in trenches of thick layer i/e watering radianing to full compaction etc. Complete (\$4.80.24.9.77).	351(4)	2760.00	o.deit	∳ö376

Providing chamber 3'x2' (915x615mm) hiside (dimension 4 ½ (1372mm) deep as per approved design for shuice value 3" to 12" dia with 18" (457mm) dia inside cost iron cover and frame (wt=1 cwt 3qr) fixed in RCC 1:2:4 (102mm) thick (with 5 labs steel per eft) 9" (299mm) thick brick masonry wall set in 1:6 cement mortar 6" (1152mm) thick cement concrete 1:2:4 flooring ½" (12.5mm) thick cement concrete 1:2:4 flooring ½" (12.5mm) thick cement paster 1:3 to all inside wall surface and to top i'e providing and fixing MS foot rest at every one foot beyond 2 ½" ft depth curing excavation back (illing and disposal of surplus earth etc considete (\$3.1.No.1 P.49)	? (8x20,00) Facts	27540
9 PVC Pipe site of work 89 m	6000 67.19 P.RII	1031
Providing and fixing water pumping set with seimen motor and javed pump 3 H.P 1400 PRM three phase 220 volts 2"x1-1/2 suction and delivery 50ft head to base plate and also making C.C 1:3:6 plate form of required size and fixing with nuts and boits complete in all respect.	3 34800.00 Each	:04400

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