



**OFFICE OF THE RESIDENT ENGINEER,
SPECIAL PROJECT, SINDH HOUSE ISLAMABAD
SECTOR, F-5/2, ISLAMABAD,**

Tele-051-9211418 (PABX), Fax: 051-9203407, E-Mail:- reshibd@yahoo.com

NO.RE/SHI/P-13/ 314 /-2016

DATED: 01/04/2016

NOTICE INVITING TENDERS

Procuring Agency invites sealed bids in "single stage - one envelope procedure" from all the interested bidders fulfilling terms & conditions under SPPRA rules 2010 (Amended 2013) for the following works.

Sr. #	Name of work	Estimated cost	Earnest Money	Cost of bidding documents	Time allowed for completion
1.	Treatment araucaria trees supplying & spreading of sweet earth manure, seeds and flower & repairing of engine driven lawn machines at Sindh House Islamabad.	200,000/-	4,000/-	500/-	3 Months.
2.	Repairing & replacement of electric items, rewinding of motors, fans switch, boards D.Bs. wiring, bulbs etc at Sindh House Islamabad.	375,000/-	7,500/-	500/-	3 Months.
3.	Repairing and re-errection of broken iron grill of security wall at Governor Annexee and Guest House at Sindh House Islamabad.	275,000/-	5,500/-	500/-	3 Months.
4.	Repairing wiring of street light at staff colony, repairing lawn walkway and also repairing of Dhobi Ghat damaged compound wall & other works at Sindh House Islamabad.	300,000/-	6,000/-	500/-	3 Months.
5.	Repair of plumbing items, thermostat complete of geysers, bib cock, Muslim showers, mixers, flush tanks etc at Sindh House Islamabad.	455,000/-	9,100/-	500/-	3 Months.
6.	Repairing and replacement of burnout cable staff colony, new cable at Governor Annexee side, cleaning / desilting of chocked drainage lines at Sindh House Islamabad.	400,000/-	8,000/-	500/-	3 Months.
7.	Repair of doors, windows, ventilators, hardware locks, hinges wood work and painting of doors / windows etc at Sindh House Islamabad.	370,000/-	7,400/-	500/-	3 Months.
8.	Providing 2 Nos. New additional room back side of Comptroller Residence at Sindh House Islamabad.	855,000/-	17,100/-	500/-	3 Months.
9.	Repairing of electric work, providing new fancy lights with electric wiring at Sindh House Murree.	400,000/-	8,000/-	500/-	3 Months.

2. The intending participants can submit their applications along with the below listed documents / requirements for the purpose of issuance of bidding documents of work during office hours with immediate effect. No bidding documents will be provided without the payment of cost shown against each (Not refundable) of bidding documents which shall be in the shape of pay order / deposit receipt or cash payment.

3. The tender documents downloaded from Sindh PPRA website, shall only be entertained if exclusively accompanied with pay order / deposit receipt as the cost of bidding documents in favour of "Resident Engineer Special Project Sindh House Islamabad".

4. The bids will be received back on 25-4-2016 up to 11:00 A.M. and will be opened on the same day @ 12:00 PM in presence of Procurement Committee and participating bidders or their authorized representatives who wish to be present on the occasion. In case of tender(s) remains un-responded, the schedule for 2nd attempt will be as under:-

Date of issue
Tenders shall be sold from 26-4-2016 to 11-5-2016.

Date of receiving and opening
Sealed envelop of tenders shall be received on 12-5-2016 up to 11:00 A.M.
and opened on same day at 12:00 PM

5. Eligibility / Conditions:-

i) Valid Registration with Pakistan Engineering Council in the relevant category or above discipline keeping in view the bid costs for items shown above.

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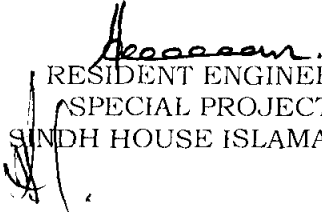
- ii) For electrical work valid license issued from inspectorate of Electrical License Sindh or similar region with respect to works, shown above.
- iii) Documentary evidence of work of equivalent cost or above executed in last 3 years and Certificate of satisfactory completion showing date of start and completion.
- iv) List of work is progress along with copy of letter of award.
- v) List of machinery and equipment available with status of its ownership.
- vi) Registration with Income Tax Department (NTN copy) and Sindh Revenue Board (Sales Tax Registration) and copy of CNIC.
- vii) Undertaking on stamp paper that firm is not involved in any litigation, Departmental rift, abandoned or unnecessary delay in completion of any work in the Government Departments.
- viii) The 2% Earnest money shall be submitted in favour of undersigned, in shape of call deposit issued from scheduled bank, accompanied with bidding documents. Cheques shall not be entertained for this purpose.
- ix) Certificate of bank showing credit worthiness along-with current bank statement.
- x) Affidavit to the effect that firm has not been black listed.
- xi) Affidavit to the effect that all documents, particulars and information furnished is true and correct.
- xii) In case the applicant not fulfills SPPRA Rules-2010 (Amended 2013) or conditions shown @ Serial No.i) to xi) the application for issue of bidding document will not be entertained.
- xiii) The Competent Authority reserves the right to reject any or all the tenders in accordance with SPPRA Rules 10 (Amended 2013).
- xiv) Conditional Tenders will not be entertained.
- xv) Advertisement can be seen on Sindh Government website (w.w.w.Sindh.gov.pk) and SPPRA web site.

Criteria for "Technical Evaluation of Bids"

The received bids shall be "Technically Evaluated" in the light of eligibility criteria shown above.


(ASADULLAH BROHI)
RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

1. Copy F.W.Cs. the Chief Engineer (Buildings) Govt. of Sindh, Hyderabad.
2. Copy F.W.Cs. to the Superintending Engineer, Provincial Buildings Circle Karachi with reference to approval of N.I.T. vide his letter No. PBC/B&A/1866 dated 01-3-201 for favour of information.
3. Copy along-with Standard Bidding Documents and copy of Notification of Procurement Committee forwarded to the Manager (CB) Sindh PPRA, Barrack No.8, Sindh Secretariat No.4-A, Karachi, for hoisting on website. Procurement Plan of M&R works & CRC already supplied and hoisted.
4. Copy to the Section Officer (Tech.), Information Technology Department, Govt. of Sindh, Sindh Secretariat No.6 (old State Bank Building) Karachi for hoisting on Sindh Portal (w.w.w.Sindh.gov.pk).
5. Copy to the President of Contractor Union Barrack No.3 Sindh Secretariat Block 4-A, Karachi.
6. Copy to the Assistant Engineer, Sindh House Islamabad for information & necessary action.
7. Copy for Notice Board.


RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

NAME OF WORK => **REPAIRING OF ELECTRIC WORK, PROVIDING NEW FANCY LIGHTS
WITH ELECTRIC WIRING AT SINDH HOUSE MURREE.**

SCHEDULE 'B'

S. No	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
A <u>Schedule Items</u>					
1	(a) Glazing with panes (16 oz. to 18 oz.) including cost of putty. (S No.45-a/P-22)	497.01 Cft.	115 / 55	P.Sft	57,429 / 00
2	Supplying & fixing fibre glass tank of approved quality and design and wall thickness as specified i/c cost of nuts, bolts and fixing in platform of cement concrete 1: 3: 6 and making connections for in-let, & out-let & over flow pipes etc. complete. (a) 250 gallons wall thickness 3.5 mm (W/S C.S.R) (S.I.No. 3-a/P-21).	1 No	21,989 / 61	Each	21,990 / 00
Total A					79,419 / 00
B <u>Non Schedule Items</u>					
1	Providing & fixing Room Gas heater imported or equivalent approved make good quality with manual control, and complete with all safety devices for human life also suitable for Murree i/c all necessary fitting etc complete with all material, labour & carriage charges as directed by Engineer In-charge.	8 Job		P.job	
2	Providing & fixing wall bracket lights fancy type Imported or equivalent approved quality, including 20 to 24 watts energy saver "Phillips" or equivalent, recessed on wall with all necessary connection etc this rate includes all cost of material, labour, carriage, etc as directed by the Engineer in charge.	103 Nos		Each	
3	Providing & fixing fancy type "LED" ceiling light Imported or equivalent approved quality, including 12 watts LED lights "Phillips" or equivalent, recessed on ceiling with all necessary connection etc this rate includes all cost of material, labour, carriage, etc as directed by the Engineer in charge.	15 Nos		Each	
4	Providing & fixing fancy type "LED" Mirror light Imported or equivalent approved quality, including 2 Nos LED lights "Phillips" or equivalent, recessed on wall with all necessary connection etc this rate includes all cost of material, labour, carriage, etc as directed by the Engineer in charge.	15 Nos		Each	/ 00
Total B					/ 00
G. Total (A + B)					/ 00

TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the ^{16th} February, 2015

NOTIFICATION

No. E&A(W&S)3-9/91/2015: With the approval of Competent Authority, Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010, is hereby re-constituted for procurement of "Goods / Works" in the Office of Resident Engineer, Special Project, Sindh House, Islamabad, excluding procurement involving foreign exchange with the following composition:-

PROCUREMENT COMMITTEE

- | | | |
|------|--|------------|
| i) | Resident Engineer,
Special Project, Sindh House,
Islamabad. | Chairman ✓ |
| ii) | Assistant Director,
Worker Welfare Fund,
Ministry of Human Resource Development,
Government of Sindh,
Karachi. | Member |
| iii) | Divisional Accounts Officer,
Special Project, Sindh House,
Islamabad. | Member |

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

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

MUMTAZ ALI SHAH
SECRETARY TO GOVT. OF SINDH

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

Karachi, dated the February, 2015.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Buildings), Hyderabad.
4. The Superintending Engineer, Provincial Buildings Circle, Karachi.
5. The AGPR, Islamabad.
6. The Director, Worker Welfare Fund, Ministry of Human Resource Development, Govt. of Sindh, Karachi.
7. The Chairman / Members of the Committee.
8. The Deputy Director, PM&E Cell, W&SD.
9. PS to Secretary Works & Services Department.
10. The Chairman / Members of the Committee.
11. P.A to Dy. Secretary (Tech.), W&SD.
12. Notification file.


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

16/02/15

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: TREATMENT ARAUCARIA TREES SUPPLYING & SPREADING
OF SWEET EARTH MANURE SEEDS AND FLOWER &
REPAIRING OF ENGINE DRIVEN LAWN MACHINING AT SINDHI
HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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

examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Treatment araucaria trees supplying & spreading of sweet earth manure seeds and flower & repairing of engine driven lawn machining.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.200,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.4,000/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time:** **25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad 25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.** _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

- (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.

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

Clause - 7: Payments.

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

BIDDING DATA

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

- (a). Name of Procuring Agency : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). Brief Description of Works : REPAIRING OF ELECTRIC WORK, PROVIDING NEW FANCY LIGHTS WITH ELECTRIC WIRING AT SINDH HOUSE MURREE.
- (c). Procuring Agency's address : Sindh House, F-5/2, Islamabad
- (d). Estimated Cost : **Rs.400,000/-**
- (e). Amount of Bid Security : 2% (Rs.8,000/-)
- (f). Period of Bid Validity (days) : **90 days**
- (g). Security Deposit : **10 (Ten) %**
- (h). Percentage, if any, to be deducted from bills: **8 (Eight) %**
- (i). Deadline for Submission of Bids along with time: **25-4-2016 up to 11:00 AM**
- (j). Venue, Time, and Date of Bid Opening: **Sindh House Islamabad
25-4-2016 12:00 PM.**
- (k). Time for Completion from written order of commence: **(3)Months**
- (l). Liquidity damages : **10 (Ten) % of estimate**
- (m). Deposit Receipt No: _____ Dated: _____ Amount : Rs. _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

NAME OF WORK =>

**TREATMENT "ARAUCARIA" TREES SUPPLYING & SPREADING OF
SWEET EARTH MANURE SEEDS AND FLOWER & REPAIRING OF ENGINE
DRIVEN LAWN MACHINE.**

SCHEDULE 'B'

Issued to :- M/S

S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
1	Providing and fixing nylon gloves for garden imported or equivalent quality make as directed by the Engineer In-charge.	8	Pair	P.pair	
2	Repairing / Sharpening charges of bush cutter scissor large size i/c welding, replacement of nut, bolt & washer etc complete as directed by Engineer In-charge.	4	Job	P.Job	
3	Repairing/Sharpening charges of sickle (Dantri) i/c repairing of wooden handle etc complete as directed by Engineer In-charge.	14	Job	P.Job	
4	Repairing and sharpening of grass cutting machine i/c replacing quarter pin and lock washer nut and bolt etc complete.	3	Job	P.Job	
5	Cleaning of site / jungle clearance by means of tractor and Removing the bushes from site to out side of city limits i/c all labour carriage charges as directed by Engineer In-charge.	22690.0	Sft.	P.Sft	
6	Supplying and spreading cow dung manure i/c breaking clods and free from bushes the cost i/c loading and unloading etc complete as directed by the Engineer In-charge.	3	Trip	P.trip	
7	Supplying and spreading sweet earth i/c breaking clods and free from bushes the cost i/c loading and un-loading etc complete as directed by the Engineer In-charge.	5	Trip	P.trip	
8	Supplying of DAP urea 50 KG beg i/c cartage for lawn etc complete as directed by the Engineer In-charge.	3	Bags.	P.bag	
9	Supplying of Plant Pot Carry 2' / 4' Different shape cement make etc complete as directed by the Engineer In-charge.	20	Nos.	Each	
10	Supplying of Fancy Flower Pot of Different shape, size & colour, cement make etc complete as directed by the Engineer In-charge.	25	Nos.	Each	
11	Supplying of Engro Urea 50 KG beg i/c cartage for plants and Lawn etc complete as directed by the Engineer In-charge.	3	Nos.	Each	
12	Providing bush cutter scissor large size i/c welding, replacement of nut, bolt & washer etc complete as directed by Engineer In-charge.	1	No.	P.Job	
13	Providing sickle (Dantri) i/c repairing of wooden handle etc complete as directed by Engineer In-charge.	3	Nos.	Each	
14	Tip cutting of "Suru" trees and Reshaping of same at 7 ft height as per requirements to save & treat the trees by fungus or other diseases as directed by Engineer In-charge.	8	Job	P.Job	
15	Hosing and preparing circle at roots of exiting effected trees for renovation of the same also watering the tree as per requirement or as directed by Engineer In-charge.	8	Job	P.Job	
16	Application of "Tinkle" germicide medicine to treat the effected "Yellow Jasmine hedges" also cutting the same also watering the hedges as per requirement or as directed by Engineer In-charge.	8	Job	P.Job	

TOTAL:-

- The work will be carried out as per PWD specification.
- No Premium shall be allowed on Non-Schedule Items.
- No cartage shall be allowed on Non-Schedule Items.
- Any Typographical error will referred to the composite Schedule of Rates enforced.
- The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: TREATMENT ARAUCARIA TREES SUPPLYING & SPREADING
OF SWEET EARTH MANURE SEEDS AND FLOWER &
REPAIRING OF ENGINE DRIVEN LAWN MACHINING AT SINDH
HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

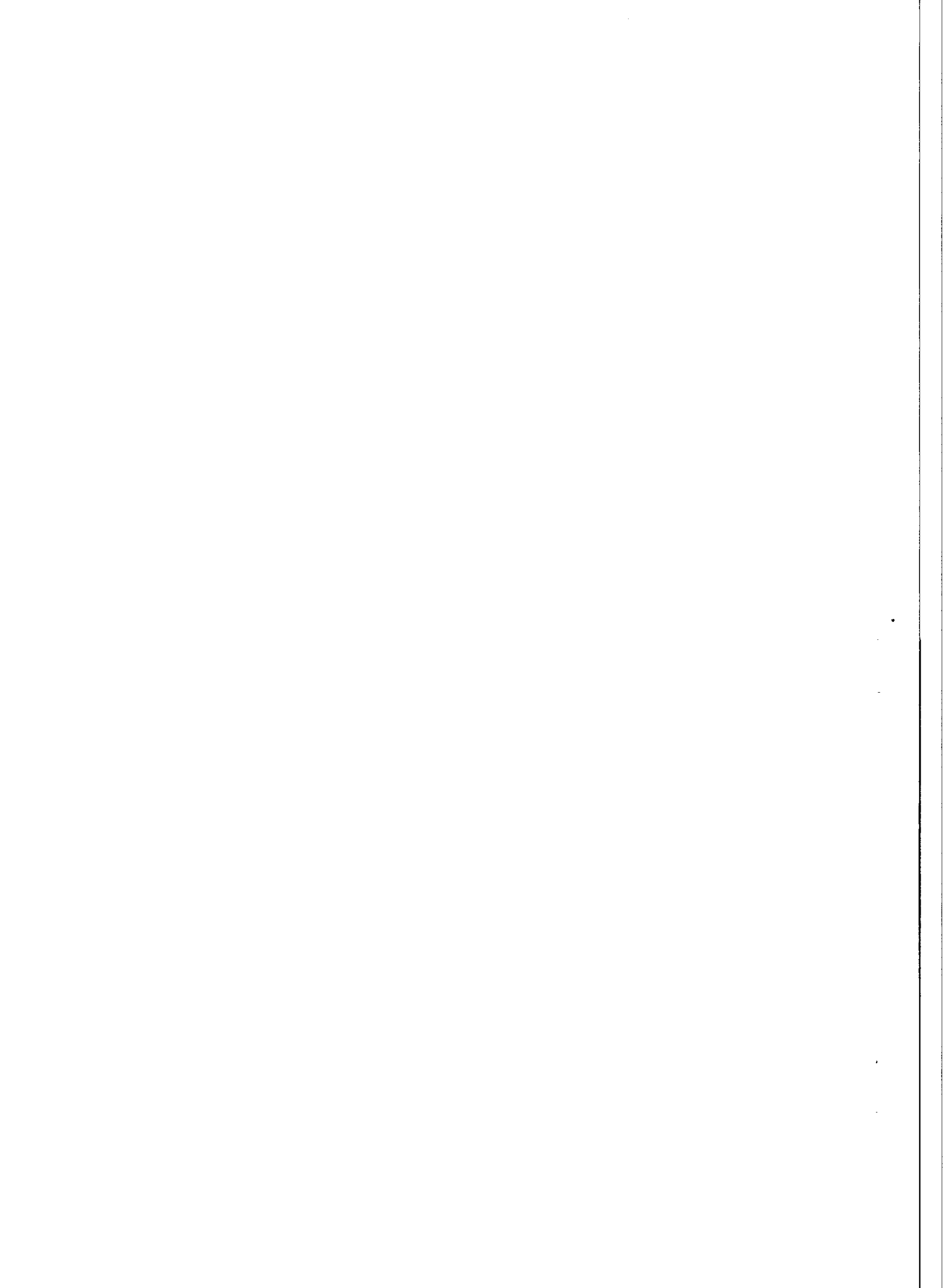
NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

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

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

5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.



SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: REPAIRING OF ELECTRIC WORK, PROVIDING NEW FANCY LIGHTS WITH ELECTRIC WIRING AT SINDH HOUSE MURREE.

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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

Instructions to Bidders/ Procuring Agencies.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.



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

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

S. No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
11	Priming coat of chalk distemper. (S.I.No.23/ P-54).	2846.37	442 / 75	% Sft	12,602 / 00
12	Distemping (Two coats) (S.I.No. 24-b/ P-54).	334.23	1043 / 90	% Sft	3,489 / 00
13	Preparing the surface and painting with plastic emulsion paint of approved make i/c rubbing the surface with sand paper, filling the voids with chalk / plaster of Paris and then painting etc complete.(S.I.No. 40-A+B / P-56).	1927.41	1659 / 35	% Sft.	31,982 / 00
14	Painting new surfaces:- (c) preparing surface and painting of doors and windows any type, (including edges).(S.I.No:5-c i+ii+ii/P-70)	168.00	2116 / 41	% Sft	3,556 / 00
15	Providing and laying 2" thick topping on any floor cement concrete (1:2:4) including Surface finishing and dividing into panels, the cost is also i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge. (S.I.No.16-c/ P-42).	675.63	3275 / 50	% Sft	22,130 / 00
					640,860 / 00

Non Schedule Items

- 1 Providing and laying above 6" thick C.C.1:3:6 solid Block masorany set in 1:6 cement mortar in any floor including raking out joints & curing etc complete with all labour, material scaffolding if neccessary or as directed by Engineer In charge.(N.S.I)

689.54 Sft.

% Cft.

Total B**G.Total A + B****TERMS & CONDITIONS.**

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE ISLAMABADRESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Treatment araucaria trees supplying & spreading of sweet earth manure seeds and flower & repairing of engine driven lawn machining.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.200,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.4,000/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time:** **25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad
25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.** _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD



Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

NAME OF WORK =>

**PROVIDING 2 NOS. NEW ADDITIONAL ROOM BACK SIDE OF COMPTROLLER
RESIDENCE AT SINDH HOUSE ISLAMABAD.**

Schedule "B"

S. No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
1	Cutting hard rock such as granite, ballast, hard lime stone or sand stone etc. with chisels and hammers for small foundations. i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge. (S.I.No.19/ P-4).	784.78 Cft	28672 / 5	%o Cft.	22,501 / 00
2	Excavation in foundation of buildings bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5ft. (in hard soil or soft murum). (S.I. No.18-C /P-4).	1177.18 Cft	544 / 86	% Cft.	6,414 / 00
3	Removal of debris from site to out of city limits (Extra Lead 20-0 miles) (S.I. No. 22/ P-4)	1267.23 Cft	15908 / 92	%o Cft.	20,160 / 00
4	Cement concrete brick or stone ballast 1 ½" to 2" Gauge 1: 4: 8 etc complete, the cost is also i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge. (S.I.No.4-(B)/P-15).	252.40 Cft	8,494 / 32	% Cft.	21,440 / 00
5	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust) (S.I.No.8-b/ P-17).	31.00 Cwt	5001 / 70	P.Cwt.	155,051 / 00
6	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). Ration (1:2:4) 90 Lbs. cement 2Cft, Sand 4 Cft, Shingle 1/8" to ¼" gauge. (S.I.No. 6-i/ P-17).	615.38 Cft	337 / 0	P.Cft.	207,385 / 00
7	Providing and fixing G.I frames /Choukhats of size 7" x 2" or 4 1/2" x 3" for door using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage , tools and plants used in making and fixing. (S.I.N. 29/P-93)	71.00 Rft	228 / 90	P.Rft	16,252 / 00
8	Cement plaster 1:4 up to 12' height. (c) 3/4" thick. (c) 3/4" thick (S.I.No. 11-c/P-52).	2138.99 Sft.	3015 / 76	% Sft.	64,507 / 00
9	Providing and fixing in position Doors, Windows and Ventilators of first class deodar wood frames, and 1 ¾" thick commercial, ply veneer shutters of first class deodar skeleton (Hollow) an commercial ply wood (3 ply) on both sides. (S.I.No.9/ P-58). (With out chowkhat) (1227.36 - 370.83 = 856.53)	36.05 Sft	856 / 53	P.Sft	30,874 / 00
10	Fist class deodar wood wrought, joinery in doors and windows etc, fixxed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar panelled or panelled and glazed, or fully glazed.(S.I.No.7-b/ P-58). (With out chowkhat) (933.75-370.83 = 562.92)	40.00 Sft	562 / 92	P.Sft	22,517 / 00

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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 becomes apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

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

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

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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(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.

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

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(B) 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.

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(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.

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

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(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
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- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

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

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

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

NAME OF WORK => TREATMENT "ARAUCARIA" TREES SUPPLYING & SPREADING OF SWEET EARTH MANURE SEEDS AND FLOWER & REPAIRING OF ENGINE DRIVEN LAWN MACHINE.

SCHEDULE 'B'

Issued to :- M/S

S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
1	Providing and fixing nylon gloves for garden imported or equivalent quality make as directed by the Engineer In-charge.	8	Pair	P pair	
2	Repairing / Sharpening charges of bush cutter scissor large size i/c welding, replacement of nut, bolt & washer etc complete as directed by Engineer In-charge.	4	Job	P Job	
3	Repairing/Sharpening charges of sickle (Dantri) i/c repairing of wooden handle etc complete as directed by Engineer In-charge.	14	Job	P Job	
4	Repairing and sharpening of grass cutting machine i/c replacing quarter pin and lock washer nut and bolt etc complete.	3	Job	P Job	
5	Cleaning of site / jungle clearance by means of tractor and Removing the bushes from site to out side of city limits i/c all labour carriage charges as directed by Engineer In-charge.	22690.0	Sft.	P.Sft.	
6	Supplying and spreading cow dung manure i/c breaking clods and free from bushes the cost i/c loading and unloading etc complete as directed by the Engineer In-charge.	3	Trip	P trip	
7	Supplying and spreading sweet earth i/c breaking clods and free from bushes the cost i/c loading and un-loading etc complete as directed by the Engineer In-charge.	5	Trip	P.trip	
8	Supplying of DAP urea 50 KG beg i/c cartage for lawn etc complete as directed by the Engineer In-charge.	3	Bags.	P.bag	
9	Supplying of Plant Pot Carry 2' / 4' Different shape cement make etc complete as directed by the Engineer In-charge.	20	Nos.	Each	
10	Supplying of Fancy Flower Pot of Different shape, size & colour, cement make etc complete as directed by the Engineer In-charge.	25	Nos.	Each	
11	Supplying of Engro Urea 50 KG beg i/c cartage for plants and Lawn etc complete as directed by the Engineer In-charge.	3	Nos.	Each	
12	Providing bush cutter scissor large size i/c welding, replacement of nut, bolt & washer etc complete as directed by Engineer In-charge.	1	No.	P Job	
13	Providing sickle (Dantri) i/c repairing of wooden handle etc complete as directed by Engineer In-charge.	3	Nos.	Each	
14	Tip cutting of "Suru" trees and Reshaping of same at 7 ft height as per requirements to save & treat the trees by fungus or other diseases as directed by Engineer In-charge.	8	Job	P Job	
15	Hosing and preparing circle at roots of exiting effected trees for renovation of the same also watering the tree as per requirement or as directed by Engineer In-charge.	8	Job	P Job	
16	Application of "Tinkle" germicide medicine to treat the effected "Yellow Jasmine hedges" also cutting the same also watering the hedges as per requirement or as directed by Engineer In-charge.	8	Job	P Job	

TOTAL:-

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Providing 2-Nos new additional room at back side of Comptroller residence.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.855,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.17,100/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time: 25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad 25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.** _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

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.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: PROVIDING 2-NOS NEW ADDITIONAL ROOM AT BACK SIDE OF
COMPTROLLER RESIDENCE AT SINDH HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____

_____ **Vide Pay Order/ Deposit Receipt /D.R. No.** _____ **Dated** _____

Amounting To Rs. _____

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



S.No	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
11	Providing and fixing ball bearing 6205, 6206 of imported made good quality as directed by Engineer In-charge.	8 Nos		Each	
12	Providing and using steel nails mix size 1" to 3" good quality as directed by Engineer In-charge.	8 Doz:		P.doz:	
13	Providing & repairing of veneer shutter with replacing missing / broken wooden pattern & 3 ply sheet, also i/c fixing & pasting 3 ply sheet with white glue and nail etc complete as directed by Engineer In-charge.	180.23 Sft		P.Sft.	
14	Providing and fixing Curtain railing "D" or "C" type heavy pattern complete set with runner, hock & stopper good quality etc complete as directed by the Engineer In-charge.	58.00 Rft		P.Rft.	
15	Providing and fixing rubber strip 1-1/2" x 1/4" wide for air locking etc complete as directed by Engineer In-charge.	96 Job		P.Job	
16	P/F Gas Stove Double burner with grill heavy pattern good quality as approved by the engineer in-charge.	8 Nos		Each	
17	Repairing and replacing of good quality chick screen cloth "silky" or other approved quality with repairing & replacing of side cotton strip & cotton string etc complete with all labour martial & cartage from site & back as directed by Engineer In-charge.	10 Job		P.Job	
18	Providing and fixing silicon tube good quality as directed by Engineer In-charge.	30 Nos		Each	
19	Providing and Fixing 5 mm glass panes complete with fitting by wooden beading and carriage charges as directed by Engineer In-charge.	146.25 Sft		P.Sft.	

Total (B):-

Total (A+B):-

TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD



NAME OF WORK => REPAIR OF DOORS, WINDOWS, VENTILATORS, HARDWARE, LOCKS, HINGES WOOD WORK AND PAINTING OF DOORS / WINDOWS ETC.

SCHEDULE 'B'

Issued to :- M/S

S.No	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
(A) SCHEDULE ITEMS.					
1	Providing and fixing G.I frames /Choukhats of size 7" x 2" or 4 1/2" x 3" for door using 20 gauge G.I sheet l/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage , tools and plants used in making and fixing. (S.I.N. 29/P-93)	66.00	Rft	228.90	P.Rft 17969
2	Fist class deodar wood wrought, joinery in doors and windows etc, fixxed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar panelled or panelled and glazed, or fully glazed. (b) 1 3/4" thick. (S.I.N. 7-b/P-58)	36.00	Sft	1273.76	P.sft 45855
TOTAL (A)					
(B) NON-SCHEDULE ITEMS.					
1	Providing and applying polishing material sprit, lock dana sundras and other items etc complete as directed by Engineer In-charge.	32.00	Job		P.Job
2	Providing and fixing 1-1/4" dia sliding wheel for sliding door imported china good quality.	27.00	Job		P.Job
3	Providing and fixing iron screws different size 3/4" to 2-1/2" size good quality.	18.00	Nos		Each
4	Providing and fixing in position doors, windows and ventilators shutter of 1-1/2" thick Imported or equalvent quality self designed ply wood shutters of second class deodar wood skeleton (Solid) styles and rails core of partal wood and Imported or equalvent quality self designed ply wood on both sides including hold fasts, hinges, iron tower bolts, handles and cleats with cord etc, complete. the cost is also i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge.	21.13	Sft		P.sft
5	Providing and fixing iron hinges 4" long with C.P screws.	48	Nos		Each
6	P/A Distemper "ICI" or equivalent with mixing materials etc complete as directed by Engineer In-charge.	8	Gall:		Each
7	P/A Emulsion paint "ICI" or equivalent with mixing materials etc complete as directed by Engineer In-charge.	8	Gall:		Each
8	P/A Enamel Paint "ICI" or equivalent with mixing oil etc complete as directed by Engineer In-charge.	2	Gall:		Each
9	Providing and fixing Iron tower bolt 6" long good quality as directed by Engineer In-charge.	12	Nos		Each
10	P/F rim lock "Alpha" or equivalent good quality standard pattern complete with C.P. screws.	13	Nos		Each

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Repair of doors, windows, ventilators, hardware locks, hinges wood work and painting of doors / windows etc at Sindh House Islamabad.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.370,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.7,400/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time:** **25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad
25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.** _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

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.



SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: REPAIR OF DOORS, WINDOWS, VENTILATORS, HARDWARE,
LOCKS, HINGES WOOD WORK AND PAINTING OF DOORS /
WINDOWS ETC AT SINDH HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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

NAME OF WORK => REPAIRING AND REPLACEMENT OF BURNOUT CABLE STAFF COLONY, NEW CABLE AT GOVERNOR ANNEXEE SIDE

SCHEDULE 'B'

Issued to :- M/S

S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
1	Wiring for main electric cable "Pakistan Cable" or equivalent good quality PVC insulated & PVC sheeted with 4 core copper conductor 600 to 1000 volts size of cable 16 mm 2 in 2" dia PVC conduit on surface or under ground etc complete with all labour material & cartage from Market to site,as directed by engineer incharge.	655.00 Rft		P.rft.	
2	Wiring for mains with 2-7/1.13(7/029) PVC insulated wire Pakistan cable or equivalent in 25mm (1") PVC conduit fitted the cost is also i/c the cost of all labour, cartage, material etc complete as directed by the engineer in-charge.	122.00 Rft		P.rft.	
Total:-					

TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Repairing and Replacement of burnout cable staff colony, new cable at Governor Annexee side cleaning / desilting of chocked drainage lines.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.400,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.8,000/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time:** **25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad 25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.** _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

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.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: REPAIRING AND REPLACEMENT OF BURNOUT CABLE STAFF COLONY, NEW CABLE AT GOVERNOR ANNEXEE SIDE CLEANING / DESILTING OF CHOCKED DRAINAGE LINES AT SINDHI HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____
Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____
Amounting To Rs. _____

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



S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
21	Providing and Fixing PVC waste pipe for PVC flush tank 1-1/4" dia as directed by the Engineer In-charge.	38 Nos		Each	
22	Providing and fixing C.P. or powder coated mixer set "Master" or equivalent etc complete as directed by Engineer In-charge.	5 Nos		Each	
23	Providing and fixing Gas geyser Thermostat set Unitrol or equal quality standard pattern as directed by Engineer In-charge.	14 Job		P.job	
24	Repairing of pump shaft with all necessary fitting good gauge i/c replacement of ball bearing of standard pattern with all labour, material & cartage to work shop & back as directed by Engineer In-charge.	5 Job		P.job	
25	Repairing of Gas geyser with replacing damaged/deffected G.I sheet with same or heavy guage new G.I. sheet with welding also repairing damaged / leaked points etc complete with all labour, materials & cartage from site of work & back or as directed by the Engineer In-charge.	14 Job		P.Job	
Total:-					

TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD



NAME OF WORK =>

**REPAIR OF PLUMBING ITEMS, THERMOSTAT COMPLETE OF
GEYSERS, BIB COCK, MUSLIM SHOWER, MIXER, FLUSH TANK ETC.**

SCHEDULE 'B'

Issued to :- M/S

S.No	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
1	Providing and fixing Gunmetal Valve 3/4" dia heavy pattern USA or equivalent etc complete as directed by Engineer In-charge.	10 Nos		Each	
2	Providing and fixing 1/4" dia copper pipe of heavy gauge for gas burners of big size cooking range i/c cutting fitting etc complete with flair nuts and other necessary fittings as directed by Engineer In-charge.	10 Nos		P.Rft.	
3	Providing and Fixing siphon for IFO or other equivalent quality flushing tank good quality as directed by Engineer In-charge.	23 Job		P.job	
4	Providing and fixing C.P. bib cock 1/2" dia good quality standard pattern as directed by Engineer In-charge.	66 Nos		Each	
5	Providing and fixing fancy type C.P head for C.P bibcock, shower mixer & sink mixer good quality heavy pattern etc complete as directed by the Engineer In-charge.	25 Nos		Each	
6	Providing and fixing brass spindle 1/2" dia bib cock good quality etc complete.	26 Nos		Each	
7	Providing and fixing 1" dia PVC pipe i/c elbow & socket "Master" good quality heavy gauge i/c cutting fitting in position etc complete with other necessary fittings as directed by Engineer In-charge.	120 Rft		P.Rft.	
8	Providing and fixing lever valve 1/2" dia heavy pattern good quality as directed by Engineer In-charge.	5 Nos		Each	
9	Providing and fixing Muslim shower complete with nylon pipe approved colour and design etc as directed by Engineer In-charge.	20 Nos		Each	
10	Providing and fixing G.I. Union 3/4" dia imported standard gauge with cutting threading etc complete as directed by Engineer In-charge.	14 Nos		Each	
11	Providing and fixing G.I. fitting 1/2" dia Elbow, tee, socket, imported "China" etc complete as directed by Engineer In-charge.	47 Nos		Each	
12	Providing and fixing wash basin bolt kit good quality heavy pattern complete with all necessary fitting as directed by Engineer In-charge.	15 Nos		Each	
13	Providing and fixing shower curtain stainless steel rod i/c wall side cone C.P. screw etc complete with all necessary fitting as directed by Engineer In-charge.	16 Rft		P.Rft.	
14	Providing and fixing plastic curtain imported or equivalent quality in printed designee and in matching color etc complete with plastic runner hock, as directed by Engineer In-charge.	4 Nos		Each	
15	Providing and fixing MS presure pump tank with all necessay fitting gauge pipe etc complete imported make itly or equevlent complete with all labour material and cartage or as directed by Engineer Incharge.	2 Nos		Each	
16	Repairing of water pump 1 HP with replacement of "Impellor" heavy pattern good quality with all necessary fitting etc complete as directed by the Engineer In-charge.	3 Nos		Each	
17	Providing and fixing C.P/Colour coated shower with nylon connection etc complete as directed by the Engineer In-charge.	5 Nos		Each	
18	Providing and fixing plastic seat cover for English W.C " IFO" design good	18 Nos		Each	
19	Providing and fixing water filter of two unit etc complete as directed by the Engineer In-charge.	4 Nos		P. Job	
20	Providing and fixing thermo couple wire with burner pipe holder & pilot pipe good quality etc complete as directed by Engineer In-charge.	10 Nos		Each	



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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

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

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

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Repair of plumbing items, thermostat complete of geysers, bib cock, Muslim shower, miser, flush tank etc.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.455,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.9,100/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time: 25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad 25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.**
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

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.

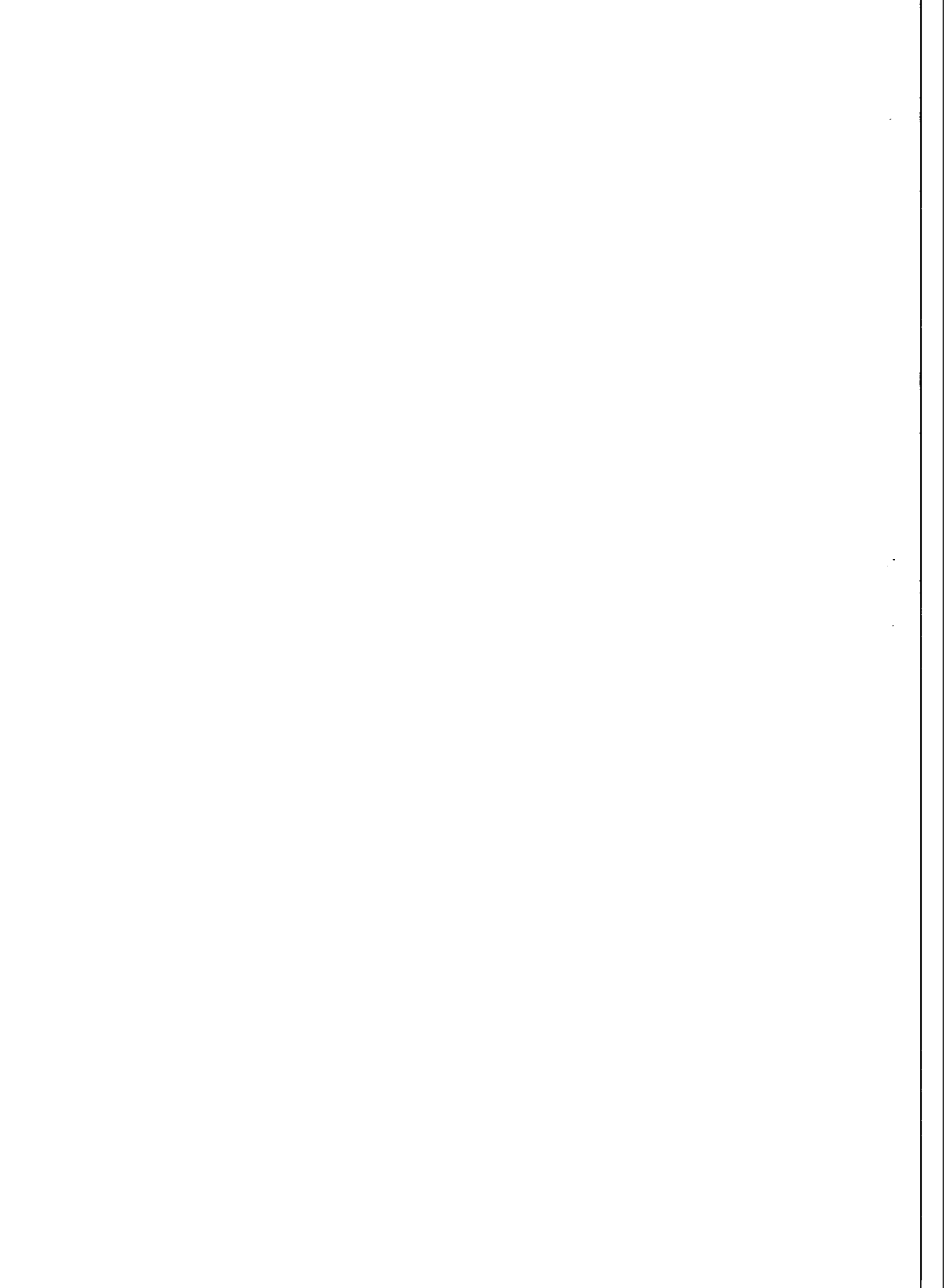
NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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.



SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: REPAIR OF PLUMBING ITEMS, THERMOSTAT COMPLETE OF GEYSERS, BIB COCK, MUSLIM SHOWER, MISER, FLUSH TANK ETC AT SINDH HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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



- 4 Providing and fixing RCC manhole cover using ½" dia mild steel reinforcement 6" C/C both ways also providing 1-1/2" x 1-1/2" x 1/8" angle iron at corner of cover, duly welded with M.S bar i/c fixing 1-1/2" x 1-1/2" x 1/8" frame embedded in cement concrete for placement of cover etc complete with curing, material labour & cartage charges.

1 job

P.job

Total (b)**GRAND TOTAL(A+B:**TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE ISLAMABADRESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD



Repairing wiring of walk way street light at staff colony, repairing main house Lawn walkway and also repairing of Dhobi Ghat damaged compound wall.

SCHEDULE 'B'					
S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
(A) SCHEDULE ITEMS.					
1	Dismantling brick work in lime or cement mortar. (S.I.N.18/P-10).	91.77	Cft 3,176 / 25	% Cft.	2,915 / 00
2	Cutting hard rock such as granite, ballast, hard lime stone or sand stone etc. with chisels and hammers for small foundations. (S.I.N.19/P-4).	600.12	Cft 22,445 / 50	% Cft.	134,701 / 00
3	Excavation in foundation of buildings bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5ft. (in hard soil or soft murum). (S.I. No.18-C /P-4).	200.04	Cft 3,554 / 38	% Cft.	7,110 / 00
4	Filling, watering and ramming earth under floor with new earth (Excavated from outside) lead up to one chain and lift up to 5 feet. (Extra Lead 32-0 miles) (S.I. No. 22/ P-4) (3630.0)	958.95	Cft 15,908 / 0	%o Cft.	15,255 / 00
5	Dressing and leveling of earth work to designed section, etc complete (S.I.No. 11-b/ P-3)	958.95	Cft 187 / 55	%o Cft	3,335 / 00
6	Earth work compaction (Soft, Ordinary or Hard Soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete.	958.95	Cft 263 / 0	%o Cft.	4,677 / 00
7	Cement Concrete brick or stone ballast 1 1/2" to 2" gauge. (b) Ration 1:4:8 (S.I.No. 4-b/ P-15).	123.22	Cft 9,416 / 28	% Cft.	11,603 / 00
8	Cement plaster 1:4 up to 12' height. (c) 3/4" thick. (c) 3/4" thick (S.I.No. 11-c/P-52).	614.40	Sft 3,015 / 76	% Sft.	18,529 / 00
9	Providing and laying 2" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels (d) 2" thick. (S.I.No. 16-c/ P-42).	354.89	Sft 3,275 / 50	% Sft.	11,624 / 00
Total (A)					209,749 / 00
(B) NON- SCHEDULE ITEMS.					
1	Providing and laying brick masonry in ratio 1:4 with Pacca brick at any floor curing finishing etc complete. The cost also i/c all carriage , tools and plants used in making and fixing the cost is also i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge.	206.85	Cft	P. Cft.	
2	Cleaning/ desilting of manhole / inspection chambers i/c cleaning and rodding of connected sewers (Average 50'-0" Rft alongwith per manhole) Removing sewerage and solid wastes and throwing outside City limits.	18	job	P. job	
3	Repairing of Manhole 2'-0" x 2'-0" & 3'-6" depth with providing B.B. masonry on damaged portion or for raising, also cement plastering and C.C flooring on defective area i/c clearing of manhole & removal of debris from site to out side of municipal limit etc complete as directed by Engineer In-charge.	1	job	P. job	



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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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Resident Engineer
Special Project, Sindh House
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(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.

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

(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.

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(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

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

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

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Repairing wiring of street light at staff colony, repairing Lawn walkway and also repairing of Dhobi Ghat damaged compound wall & other works.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.300,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.6,400/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time:** **25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad
25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.** _____
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

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.



SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: REPAIRING WIRING OF STREET LIGHT AT STAFF COLONY,
REPAIRING LAWN WALKWAY AND ALSO REPAIRING OF
DHOBI GHAT DAMAGED COMPOUND WALL & OTHER WORKS
AT SINDHI HOUSE ISLAMABAD.0

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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

NAME OF WORK => REPAIRING AND RE-ERRECTION OF BROKEN IRON GRILL OF SECURITY WALL AT GOVERNOR ANNEXEE AND GUEST HOUSE.

SCHEDULE 'B'

Issued to :- M/S

S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
(A) <u>Schedul Items.</u>					
1	Applying Cement plaster 1.4. up to any height / floor 3/4"thick At the hilly site i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge. (S.I.No. 11 (c) /P-52).	686.74	Sft.	3015.76	% Sft 20,710
2	Fabrication of mild steel reinforcement for cement concrete including cutting,bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) (b) Using Tor bars. (S.I.No:8-b/P-17)	2.196	Cwt.	5001.70	P.cwt 10,984
3	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.) (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (l) Ratio (1 : 2: 4) 90 Lbs.cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge.(S.I.No:6-a-I/P-17)	18.080	Cft	337.00	P.Cft 6,093
Total (A)					37,787
(B) <u>Non Schedul Items.</u>					
1	Repairing of damaged iron grill with removing the grill panels cutting holes for fixing hold fast also providing extra M.S. pipe / angle/ bars for support to iron grill with fixing pine & welding i/c 3 coat enamel paints etc complete all labour, material, cartage & hire charges of welding plants etc as directed by the Engineer In-charge.	4536.68	Rft		P.rft
2	Providing and laying brick masonry in ratio 1:4 with Pacca brick at any floor curing finishing etc complete.The cost also i/c all carriage , tools and plants used in making and fixing the cost is also i/c the cost of all labour, cartage, material etc complete as directed by the Engineer In-charge.	295.38	Sft		P.Sft
Total:-					

TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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.

- (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.

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Repairing and Re-erection of broken iron grill of security wall at Governor Annexee and Guest house.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.275,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.5,500/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time:** **25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad
25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.**
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.

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.



SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

**Name of Work: REPAIRING AND RE-ERRECTION OF BROKEN IRON GRILL
OF SECURITY WALL AT GOVERNOR ANNEXEE AND GUEST
HOUSE AT SINDH HOUSE ISLAMABAD.**

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ Dated _____

Amounting To Rs. _____

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

S No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
21	Repairing of 10" dia plastic body exhaust fan with replacement of motor, also replacing ball bearing etc complete as directed by Engineer In-charge.	4 Nos		Each	
22	Providing and fixing imported or equivalent quality water proof wall bracket light with pipe, bracket, glass / plastic & porcelain holder cover fancy type (with out energy saver) as approved by the engineer in-charge.	5 Nos		Each	
23	Providing and fixing energy saver 45 to 85 watt large size fixed on given board or light as directed by Engineer In-charge.	5 Nos		Each	
24	Providing and fixing remote control electric bell imported quality "China" good quality etc complete as approved by the engineer in-charge.	8 Nos		Each	
25	Providing and fixing 2 ft complete Patti fitting with Philips rod, chock & stator etc complete as directed by Engineer In-charge.	12 Nos		P. Job	
26	Repairing / rewinding of 5 HP motor i/c replacement of out of order bearing & oiling, greasing also replacement of motor lock as directed by Engineer In-charge.	3 Nos		Each	
27	Repairing and servicing of fan coil unit with replacement of out of order bearing, rewinding of motor & oiling, greasing also replacement of motor lock as directed by Engineer In-charge.	5 Nos		Each	
28	Providing A.C gas charging gauge imported or equivalent quality complete with all necessary fitting including 3-Nos. charging leads with brass nuts etc as directed by Engineer In-charge.	2 Nos		P.set	
29	Servicing of A.Cs with material soda, surf, acid & duster for cleaning / washing & servicing of A.C. 1.50 to 2.0 capacity as directed by Engineer In-charge.	34 Nos		P.job	
30	Providing and fixing 1.5" dia spiral type A.C. drain pipe good quality etc complete as directed by the Engineer In-charge.	90 Rft		P.Rft.	
31	Repairing/servicing of 1.50 ton 18000 BTU reversible A.C unit the cost of complete servicing of indoor & out door unit cleaning, washing and gas chsrnging etc complete with testing as directed/approved by the Engineer In-charge.	5 Nos		P.Job	
				Total:-	

TERMS & CONDITIONS.

- 1 The work will be carried out as per PWD specification.
- 2 No Premium shall be allowed on Non-Schedule Items.
- 3 No cartage shall be allowed on Non-Schedule Items.
- 4 Any Typographical error will referred to the composite Schedule of Rates enforced.
- 5 The deduction of Income Tax from the Contractor's Bill will be made as admissible under the rules.

CONTRACTOR

ASSISTANT ENGINEER
SINDH HOUSE SUB DIVISION
ISLAMABAD

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

NAME OF WORK =>

REPAIR / REPLACEMENT OF ELECTRIC ITEMS,REWINDING OF MOTORS,FANS,SWITCH BOARDS,D.B WIRING BULBS**SCHEDULE 'B'****Issued to :- M/S**

S.No.	DESCRIPTION OF ITEMS	QUANTITY	RATE	UNIT	AMOUNT
1	Providing and fixing wall bracket fan 18" dia, "Pak" make or equivalent quality with all necessary fitting & connection charges etc complete as directed by Engineer In-charge.	6 Nos		Each	
2	Providing and fixing 40 watts tube rod Philips or equivalent quality etc complete.	20 Nos		Each	
3	Providing and fixing tube light starter good quality as directed by Engineer In-charge.	20 Nos		Each	
4	Providing and fixing 100 watts bulbs Philips or equivalent quality as directed by Engineer In-charge.	108 Nos		Each	
5	Providing and fixing Energy Saver Philips or equivalent quality as directed by Engineer In-charge.	128 Nos		Each	
6	Providing and fixing Multi plug 15 amp imported "China" or equivalent quality etc complete as directed by Engineer In-charge.	14 Nos		Each	
7	Providing and fixing fan capacitor 2.5 & 3.5 umf good quality as directed by Engineer In-charge.	20 Nos		Each	
8	Providing and fixing light plug 5 amp imported "China" or equivalent quality etc complete as directed by Engineer In-charge.	19 Nos		Each	
9	Providing and fixing Power Plug 15 amp with water proof PVC box etc complete as directed by Engineer In-charge.	13 Nos		Each	
10	Providing and fixing Brass holder good quality etc complete as directed by Engineer In-charge.	24 Nos		Each	
11	Providing circuit breaker 6 amps to 63 amps (imported or equivalent) D.P. i/c fixing on a prepared board and necessary connection , the cost is also i/c the cost of all labour, cartage, material etc complete as approved by the engineer in-charge.	15 Nos		Each	
12	Providing and fixing PVC insulation wire 3/.029 "Million" or equivalent quality etc complete as approved by the engineer in-charge.	147 Rft		P.Rft.	
13	Providing and fixing PVC insulation wire 7/.029 "Million" or equivalent quality etc complete as approved by the engineer in-charge.	65 Rft		P.Rft.	
14	Providing and fixing china fitting switch & socket i/c switch sockets good quality standard pattern etc complete as approved by the engineer in-charge.	30 Nos		Each	
15	Providing and fixing solutation tape good quality as directed by Engineer In-charge.	20 Nos		Each	
16	Repairing and rewinding of ceiling fan 56" sweep also replacing ball bearing i/c cartage from site & back to house etc complete as directed by Engineer In-charge.	12 Nos		Each	
17	Providing and fixing Two pin shoes as directed by Engineer In-charge.	16 Nos		Each	
18	Providing and Fixing Rawal plug plastic good quality as directed by Engineer In-charge.	20 Nos		P.Pkt	
19	Providing and fixing 40/.076 PVC flexible wire good quality as directed by Engineer In-charge.	162 Rft		P.Rft.	
20	Providing and fixing ceiling fan 56" size (Pak or Millat), or equivalent, i/c the cost of all labour, cartage, material etc complete as approved by the engineer in-charge.	5 Nos		Each	

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Divisional Accountant

Contractor

Resident Engineer
Special Project, Sindh House
Islamabad

examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

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

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

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

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

BIDDING DATA

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

- (a). **Name of Procuring Agency** : **RESIDENT ENGINEER, SPECIAL PROJECT, SINDH HOUSE ISLAMABAD/ MURREE.**
- (b). **Brief Description of Works** : Repair / Replacement of electric items, Rewinding of motors, fans, switch, boards, D.Bs, wiring, Bulbs etc.
- (c). **Procuring Agency's address** : Sindh House, F-5/2, Islamabad
- (d). **Estimated Cost** : **Rs.375,000/-**
- (e). **Amount of Bid Security** : 2% (Rs.7,500/-)
- (f). **Period of Bid Validity (days)** : **90 days**
- (g). **Security Deposit** : **10 (Ten) %**
- (h). **Percentage, if any, to be deducted from bills:** **8 (Eight) %**
- (i). **Deadline for Submission of Bids along with time: 25-4-2016 up to 11:00 AM**
- (j). **Venue, Time, and Date of Bid Opening:** **Sindh House Islamabad 25-4-2016 12:00 PM.**
- (k). **Time for Completion from written order of commence:** **(3)Months**
- (l). **Liquidity damages** : **10 (Ten) % of estimate**
- (m). **Deposit Receipt No:** _____ **Dated:** _____ **Amount : Rs.**
(Rupees)

RESIDENT ENGINEER
SPECIAL PROJECT
SINDH HOUSE ISLAMABAD

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.
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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.



SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 4.00 MILLION)

Name of Work: REPAIR / REPLACEMENT OF ELECTRIC ITEMS, REWINDING OF MOTORS, FANS, SWITCH, BOARDS, D.BS, WIRING, BULBS ETC AT SINDH HOUSE ISLAMABAD.

Bidding Documents issued to : M/s _____

Vide Pay Order/ Deposit Receipt /D.R. No. _____ **Dated** _____

Amounting To Rs. _____

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