

OFFICE OF THE EXECUTIVE ENGINEER (EDUCATION WORKS) DIVISION, DISTRICT JAMSHORO

at the Deputy Commissioner Office Jamshoro @ Kotri Phatak Ph: 022-3871041, Fax: Nil, Email:- xen.edu.works.jamshoro@hotmail.com

No. XEN/(Edu:Works)/TC/G-55/987

Jamshoro Dated. 22-11-2016

NOTICE INVITING TENDERS

Sealed Tenders on Standard Bidding Documents are invited from the Interested Firms / Agencies / Contractors Under SPPRA rules - 2010 for the following works

Sr. No.	Name of Schemes / Sectors	Taluka	Estimate Cost (In Million)	Earnest Money	Cost of Printing & Providing Documents	Time of Completion
	Construction of Public Library @ Bhan Sayedabad Taluka Sehwan, District Jamshoro ADP No. 228 of 2016-17					
1	External Development	Sehwan	1.000	2%	1000	6 Month
2	Electric Work	Sehwan	0.489	2%	500	6 Month
3	Water Supply & Sanitary Fitting	Sehwan	0.402	2%	500	6 Month

The intending participants / contractors can purchase the separate set of tenders on any working day from appearance of the N.I.T in the newspapers / Website on payment of tender fee cost of printing & providing documents (Non Refundable Fee) as shown against each work upto **08-12-2016** from the office of the undersigned. Tender will be received back on **09-12-2016 at 01:00 PM** and will be open on same day @ 02:00 PM in the presence of Tender Opening /Evaluation committee & bidders or their authorized representative who wish to be present. In case of the undersigned is out of headquarter or Govt announces any public holiday on the opening of tenders. The same will be open on the next working day.

Conditional tender / tenders not with the Call deposit from any recognized Bank in Pakistan equal to 2% of the bid will not be entertained.

Blank Tender forms / description of work / scheme can be had from the office of the undersigned on any working day. Application demanding for tenders must be supported with the complete profile of technical works executed previously and financial demand for scrutiny at the time of submission of bids.

[The place of tenders issued & opening is Executive Engineer Education Works Division Jamshoro at Deputy Commissioner Jamshoro Kotri Phatak Taluka Kotri District Jamshoro].

The Procuring Agency may reject all or any bids or proposals at any time prior to the acceptance of bid or proposals, subject to the relevant provision of SPPRA Rules 2010 (Amendment 2013)

Departmental Complaint Redressal Committee Comprising of competent authority, Chairman of Committee to resolve complaint's of aggrieved bidders.

In case of no response the issue and opening date of tender will be as under.

Second Attempt Tender will be issued upto **14-12-2016** at 01:00 PM received and Opened on **15-12-2016** (02:00 PM).

Note: The "Undertaking on stamp paper that firm is not involved in any kind of litigation, departmental rift, abandoned or unnecessary delay incompletion of any work in the Government and as well as in private organization. The condition must be supported with time of submission of bid documents.

Note: This NIT can be seen on Sindh Govt Web Site at www.sindh.gov.pk

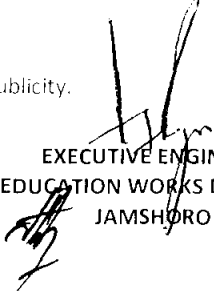
Note: This NIT can be seen & Download from SPPRA Web Site at www.pprasindh.gov.pk

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO

3271
25-11-16

Copy f.w.cs for information to: -

- 1 The Collector / Deputy Commissioner Jamshoro.
- 2 The Secretary to Government of Sindh Information Technology Department, 1st Floor Sindh Secretariat No. 06, Karachi, for information and necessary action.
- 3 The Managing Director Sindh Public Procurement Regulatory Authority, Services General Administration & Coordination Department, Barrack No. 8, Sindh Secretariat No. 4-A, Court Road Karachi, for information and necessary action.
- 4 The Superintending Engineer Education Works Circle Hyderabad for information.
- 5 The Superintending Engineer Works & Services Department Jamshoro for information.
- 6 The Assistant Engineer Education Works (All) _____ for information & wide publicity.
- 7 Copy to Notice Board.


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO



OFFICE OF THE

EXECUTIVE ENGINEER (EDUCATION WORKS)


DIVISION JAMSHORO, Opposite Deputy Commissioner Office District Jamshoro

No.X EN(Edu:Works)TC/ 985 2016 JAMSHORO DATED 22/ 11/2016

In pursuance of Rule-7 of the Sindh Public Procurement Rules, 2010 a Departmental Procurement Committee Comprising of following officers for procurement of works for various Educational Institutes / Offices / Line Department working under Administrative Control of Education & Literacy Department to be procured under ADP / Regular Budget / SNE of Education Department is constituted.

1	Executive Engineer Education Works Jamshoro	Chairman
2	Assistant Engineer Public Health Engineering Division Jamshoro	Member
3	Assistant Engineer Education Works Sub-Division Kotri	Member

Notification Copy attached.


EXECUTIVE ENGINEER
Education Works Division
Jamshoro



NOTIFICATION

NO.SO(3) EDU/E&A/PRO-EW/14-15: In pursuance of Rule - 7 of the Sindh Public Procurement Rules, 2010, a Departmental Procurement Committee comprising of following Officers for procurement of works for various Educational Institutes / Offices / Line Departments working under Administrative Control of Education & Literacy Department to be procured under ADP / Regular Budget / SNE of Education Department is constituted as under:-

- | | | |
|----|--|----------|
| 1. | Executive Engineer (Education Works)
Concerned Education Works Division
Education & Literacy Department | Chairman |
| 2. | Assistant Engineer
Local Government Public Health Engineering Department | Member |
| 3. | Assistant Engineer (Education Works) of Headquarter
Concerned Education Works sub Division
Education & Literacy Department | Member |

ToRs

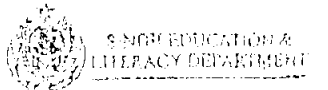
- Preparing bidding documents;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental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

DR. FAZL ULLAH PECHUHO -

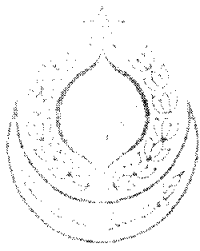
Notified on 28-04-2015 at Karachi, date the 28th day, 2015

A copy is forwarded for information & necessary action to:-

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



DEPUTY SECRETARY (C.A.)/S



OFFICE OF THE

EXECUTIVE ENGINEER (EDUCATION WORKS)


DIVISION JAMSHORO, Opposite Deputy Commissioner Office District Jamshoro

No.X EN(Edu:Works)TC/ 986 2016 JAMSHORO DATED 22/11/2016

In pursuance of Rule-31 of the Sindh Public Procurement Rules, 2010 a Departmental Complaint Redressal Committee Comprising of following officers consisted as under to resolve complaints of aggrieved bidders.

1	Superintending Engineer Education Works Circle Hyderabad	Chairman
2	Divisional Accounts Officer Education Works Jamshoro	Member
3	Executive Engineer Education Works Jamshoro	Member

Notification Copy attached.


EXECUTIVE ENGINEER
Education Works Division
Jamshoro



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi, date the 23-04-2015

NOTIFICATION

NO.SO(G) EDU/E&A/PRO-EW(CRC)/14-15: In pursuance of Rule - 31 of the Sindh Public Procurement Rules, 2010 a Departmental Complaint Redressal Committee comprising of following Officers constituted as under to resolve complaints of aggrieved bidders:-

- | | | |
|----|---|----------|
| 1. | Superintendent Engineer (Education Works)
of concerned Education Works Circle
Education & Literacy Department | Chairman |
| 2. | Representative of District Account Officer /
Accountant General, Sindh | Member |
| 3. | Representative of Head of procuring Agency
(Professional from relevant field concerning) | Member |

Tasks

- To perform according to Rule - 31 of SPPRA, 2010;
- Perform any other function ancillary and incidental to the above.

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

SECRETARY EDUCATION
TO GOVT. OF SINDH
Karachi, date the 23rd May, 2015

A copy is forwarded for information & necessary action to:-

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



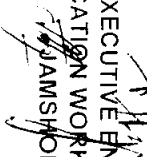
SINDH EDUCATION &
LITERACY DEPARTMENT



23/04/15
DEPUTY SECRETARY (GA)


**ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)
Financial Year 2017**

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost	Funds Allocated	Sources of funds ADP/ Non-ADP)	Proposed Procurement method	Timing of Procurements				Remarks	
								1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.		
1	Construction of Public Library @ Bhan Sayedabad (External Development) Taluka Sehwan, District Jamsoro ADP No. 228 of 2016-17	-	1.000	1.000	1.000	ADP	Single Stage	-	✓	-	-	-	-
2	Construction of Public Library @ Bhan Sayedabad (Electric Work) Taluka Sehwan, District Jamsoro ADP No. 228 of 2016-17	-	0.489	0.489	0.489	ADP	Single Stage	-	✓	-	-	-	-
3	Construction of Public Library @ Bhan Sayedabad (Water Supply & Sanitary Fitting) Taluka Sehwan, District Jamsoro ADP No. 228 of 2016-17	-	0.402	0.402	0.402	ADP	Single Stage	-	✓	-	-	-	-


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO

**ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)
Financial Year 2017**

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost	Funds Allocated	Sources of funds ADP/ Non-ADP)	Proposed Procurement method	Timing of Procurements				Remarks
								1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
1	Construction of Public Library @ Bhan Sayedabad (External Development) Taluka Sehwan, District Jamshoro ADP No. 228 of 2016-17	-	1.000	1.000	1.000	ADP	Single Stage	-	-	-	-	-
2	Construction of Public Library @ Bhan Sayedabad (Electric Work) Taluka Sehwan, District Jamshoro ADP No. 228 of 2016-17	-	0.489	0.489	0.489	ADP	Single Stage	-	-	-	-	-
3	Construction of Public Library @ Bhan Sayedabad (Water Supply & Sanitary Fitting) Taluka Sehwan, District Jamshoro ADP No. 228 of 2016-17	-	0.402	0.402	0.402	ADP	Single Stage	-	-	-	-	-


 EXECUTIVE ENGINEER
 EDUCATION WORKS DIVISION
 JAMSHORO

Issued to _____

Vide D.R No. _____ Dated _____

SPPRA BIDDING DOCUMENTS

**STANDARD FORM OF BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

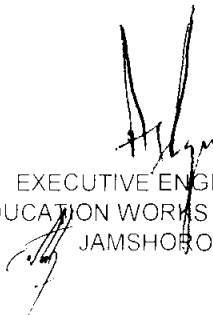
(For Contracts Costing up to Rs 2.5 MILLION)

*Construction of Public Library @ Bhan Sayedabad
(Electric Work) Taluka Sehwan,
District Jamshoro
ADP No. 228 of 2016-17*

BIDDING DATA

(This section should be filled in by the Office of the Executive Engineer Education Works Division, Jamshoro before issuance of the bidding documents).

- (a) Name of Procuring Agency:- The Executive Engineer Education Works Division Jamshoro.
- (b) Brief Description of Works:- Construction of Public Library @ Bhan Sayedabad (Electric Work) Taluka Sehwan, District Jamshoro ADP No. 228 of 2016-17
- (c) Procuring Agency Address:- The Executive Engineer Education Works Division Jamshoro, District Jamshoro in the premises Deputy Commissioner Jamshoro at Kotri Phatak
- (d) Estimated Cost:- Rs 0.489 (Million)
- (e) Amount of Bid Security:- 2% of Bid Amount
- (f) Period of Bid Validity (Days):- (90 Days)
- (g) Security Deposit (i/c Bid Security):- (05%).
- (h) Percentage, if any, to be deducted from bills:- (7.50% Income Tax Deduction & 03% Security Deposit)
- (i) Deadline for submission of Bids alongwith time:- 08-12-2016 (01:00 P.M).
- (j) Venue, Time, and Date of Bid Opening:- 09-12-2016 (02:00 P.M)
- (k) Time for completion from written order of Commence:- 06-Months
- (l) Liquidity Damages:- (01% On Estimated Cost).
- (m) Deposit Receipt No. Date & Amount (in words and figure)


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO

SCHEDULE B

Name Of Work Construction of Public Library @ Bhansyedabad Taluka Sehwan, District Jamshoro (Electric Work)

Description	Quantity	Rate	Unit	Amount
1	Wiring for light or fan point with 1/1.13 (3/0.29) PVC insulated wire in (3/4") Conduit recessed in the wall or Column etc complete. (S.I.No. 124/P-15)			
	30.00 Nos.	Rs 1130.00	Each	Rs. 105090.00
2	Wiring for plug point with 1/1.13 (3/0.29) PVC insulated wire in recessed in the wall etc complete. (S.I.No. 126/P-15)			
	21.00 Nos.	Rs 985.00	Each	Rs. 20685.00
3	Wiring for call bell point with 1/1.13 (3/0.29) PVC insulated wire in recessed in the wall etc complete. (S.I.No. 128/P-15)			
	2.00 Nos.	Rs 1764.00	Each	Rs. 3528.00
4	Wiring for mains with 2 - 7/0.29 PVC insulated wire in recessed in the wall etc complete. (S.I.No. 10/P-2)			
	177.00 Mtr	Rs 222.00	P Mtr	Rs. 39294.00
5	Wiring for mains with 2 - 7/0.44 PVC insulated wire in recessed in the wall etc complete. (S.I.No. 12/P-2)			
	100.00 Mtr	Rs 341.00	P Mtr	Rs. 34100.00
6	Wiring for mains with 2 - 7/0.52 PVC			
	33.00 Mtr	Rs 463.00	P Mtr	Rs. 15279.00
7	Wiring for mains with 2 - 7/0.64 PVC insulated wire in recessed in the wall etc complete. (S.I.No. 14/P-2)			
8	P/F Brass Battern holder. (S.I.No. 232/P-33)			
	30.00 Nos.	Rs 70.00	Each	Rs. 2100.00
9	P/F SW baklite ceiling rose on SW board. (S.I.No. 228/P-33)			
	37.00 Nos.	Rs 72.00	Each	Rs. 2664.00
10	P/F Circuit breaker 6 amps to 63 amps S.P including fixing as required (S.I.No-203/P-31)			
	13.00 Nos	Rs. 916.00	Each	Rs. 11908.00
11	P/F Circuit breaker 6 amps to 63 amps D.P including fixing as required (S.I.No-204/P-31)			
	2.00 Nos.	Rs 2456.00	Each	Rs. 4912.00
12	P/F Circuit breaker 6, to 63 amps T.P including fixing as required (S.I.No-206/P-31)			
	1.00 Nos.	Rs. 5521.00	Each	Rs. 5521.00
	1.00 Nos.	Rs 999.00	Each	Rs. 999.00
Total				Rs. 246080.00

Part 4 Bill Schedule (cont)

1	P/F 1-40 watts tube light complete with 40 watt s 4' long rod. Chock starter and patty as required	17.00	Nos.	Rs	802.63	Each	Rs.	13645.00
2	P/F 25 watts Energy saver of superior quality as required	45.00	Nos.	Rs	407.00	Each	Rs.	18315.00
3	Providing & fixing capsol light plastic body with plasitc reflector holder etc.	15.00	Nos.	Rs	609.84	Each	Rs.	9148.00
4	P/F Ceiling fan 56" complete in all respect as required (GFC Karachi made/pak orignal good Quility)	20.00	Nos.	Rs	5262.00	Each	Rs.	105240.00
5	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required	25.00	Nos.	Rs	385.00	Each	Rs.	9625.00
6	P/F A.C Power plug Imported Quality complete with switch socket 3-pin 15 Amps i/c sheet frame with PVC board clips complete as required	3.00	Nos.	Rs	785.00	Each	Rs.	2355.00
7	P/F flush type ceiling fan dimmer imported Quality as required	20.00	Nos.	Rs	354.00	Each	Rs.	7080.00
8	P/F Mild steel bar fan clamps 15.8mm 5/8" dia suitable for Rcc roof.	20.00	Nos.	Rs	236.94	Each	Rs.	4739.00
9	Providing 20mm (3/4") G.I pipe with 1/1.13mm (3/29) PVC wire for down rod of ceiling fan paiting with enameled paint complete as required	20.00	Nos.	Rs	193.23	Each	Rs.	3865.00
10	P/F Distribution board of 1.5mm thick sheeting double shutter to accommodate circuit breaker, 500 V suitable for 50 Hz i/c painting with powder coated colour complete as required	8.00	Sft	Rs	1950.00	P Sft	Rs.	15600.00
11	P/F Main Panel board 12 guage sheeting double shutter to accommodate heavy duty circuit breaker i/c painting with powder coated colour complete as require	5.00	Sft	Rs.	2324.00	P Sft	Rs.	11620.00
12	P/F Exhaust fan 12" Plastic Body complete in all respect as required (GFC Karachi made/pak orignal good Quility)	3.00	Nos.	Rs	3223.00	Each	Rs.	9669.00
13	P/F Wall Bracket fan 18" complete in all respect as required (GFC Karachi made/pak orignal good Quilit	2.00	Nos.	Rs	4922.50	Each	Rs.	9845.00
	P/F Metalic Switch Socket and bell push etc component in all respect as required.	96.00	Nos.	Rs.	100.00	Each	Rs.	9600.00
15	P/F AC or DC Electri Bell 200/240 China Made	96.00	Nos.	Rs	100.00	Each	Rs.	9600.00
16	Erection of given A.C Celling fan i/c wiring of down rod with 1.13m (3/29) PVC Wire	20.00	Nos.	Rs	190.00	Each	Rs.	3800.00
17	S/F Pilot lamp 200/240V China made (R.A.A)	9.00	Nos.	Rs	150.00	Each	Rs.	1350.00
18	P/F metal holder suitable for false ceiling saver cor plate as required	5.00	Nos.	Rs.	650.00	Each	Rs.	3250.00

19 P/F LED light 8" Square / Circle (9 Watt) in plastic cover fancy type (China made)

2.00 Nos. Rs 2450.00 Each Rs. 4900.00

20 P/F LED Tube light 18 Watt (Light emitting diod) Clasfication with LED driver completed plastic cover and base etc complete

2.00 Nos. Rs 3500.00 Each Rs. 7000.00

Total (Part B) Rs. 260246.00

G.Total 506326.00

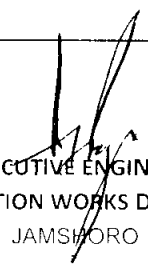
_____% Above /Below on the Rate of CSR.

Amount to be Added / deducted on basis of premium quoted Total (B)

Total A+B Rs (a) _____ Rs (b) _____ = Rs _____

Total (A) = a+b in Word & Figure _____

CONTRACTOR


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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



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

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

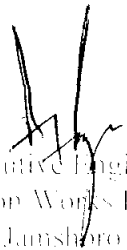
6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the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

BIDDING DATA

(This section should be filled in by the Office of the Executive Engineer Education Works Division, Jamshoro before issuance of the bidding documents)

(a)	Name of Procuring Agency:-	
(b)	Brief Description of Works:-	
(c)	Procuring Agency Address:-	
(d)	Estimated Cost -	
(e)	Amount of Bid Security:- (2%)	
(f)	Period of Bid Validity (Days):-	
(g)	Security Deposit (i/c Bid Security)	
(h)	Percentage, if any, to be deducted from bills:-	
(i)	Deadline for submission of Bids alongwith time:-	
(j)	Venue, Time, and Date of Bid Opening:-	
(k)	Time for completion from written order of Commence:-	
(l)	Liquidity Damages:-	
(m)	Deposit Receipt No. Date & Amount (in words and figure)	

Bidding Data Attached


Executive Engineer
Education Works Division
Jamshoro



Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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



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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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



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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant



EXECUTIVE ENGINEER
Executive Engineer, Jamshoro Agency
Education Works Division
Jamshoro.

Contractor

BILL OF QUANTITIES

Schedule B Attached

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

Item No.	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
<i>Schedule B Attached</i>					
Total (B) in words & figures:					

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SUMMARY OF BILL OF QUANTITIES.


Cost of Bid	Amount
-------------	--------

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
Education Works Division
Jamshoro

Issued to _____

Vide D.R No. _____ Dated _____

SPPRA BIDDING DOCUMENTS

**STANDARD FORM OF BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

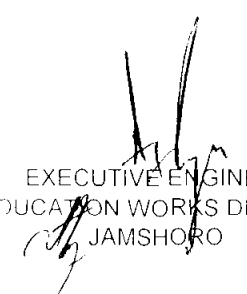
(For Contracts Costing up to Rs 2.5 MILLION)

*Construction of Public Library @ Bhan Sayedabad
(External Development) Taluka Sehwan,
District Jamshoro
ADP No. 228 of 2016-17*

BIDDING DATA

(This section should be filled in by the Office of the Executive Engineer Education Works Division, Jamshoro before issuance of the bidding documents).

- (a) Name of Procuring Agency:- The Executive Engineer Education Works Division Jamshoro.
- (b) Brief Description of Works:- Construction of Public Library @ Bhan Sayedabad (External Development) Taluka Sehwan District Jamshoro ADP No. 228 of 2016-17
- (c) Procuring Agency Address:- The Executive Engineer Education Works Division Jamshoro, District Jamshoro in the premises Deputy Commissioner Jamshoro at Kotri Phatak
- (d) Estimated Cost:- Rs 1.000 (Million)
- (e) Amount of Bid Security:- 2% of Bid Amount
- (f) Period of Bid Validity (Days):- (90 Days)
- (g) Security Deposit (i/c Bid Security):- (05%).
- (h) Percentage, if any, to be deducted from bills:- (7.50% Income Tax Deduction & 03% Security Deposit)
- (i) Deadline for submission of Bids alongwith time:- 08-12-2016 (01:00 P.M).
- (j) Venue, Time, and Date of Bid Opening:- 09-12-2016 (02:00 P.M).
- (k) Time for completion from written order of Commence:- 06-Months
- (l) Liquidity Damages:- (01% On Estimated Cost).
- (m) Deposit Receipt No. Date & Amount (in words and figure)


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO

Schedule B

Name of Scheme:- CONSTRUCTION OF PUBLIC LIBRARY TALUKA SEHWAN DISTRICT JAMSHORO @ PUBLIC LIBRARY BHAN (External Development)

(A) Description and Rate of Item based on composite Schedule Rate.

Item No.	Quantity	Description of Item	Rate	Unit	Amount
1	40.00	Excavation in foundation of building, bridges and other structure including daggelling dressing, refilling around structure with excavated earth, watering and ramming. Lead upto 5 ft (b) In ordinary soil. (S.I.No. 18(b)/C-1)	3176.25	%oCft	127
2	1521.00	Cement concrete brick or stone ballast 1." to 2" gauge 1:5:10.	8694.95	%Cft	132250
3	353.00	Pacca brick work in foundation and plinth in cement sand mortar 1:6	11948.36	%Cft	42178
4	288.00	Cement Plaster 1/2" thick ration 1:6 (S.No 13 b/P.51)	2206.60	%Sft	6355
5	288.00	Cement Plaster 3/8" thick ration 1:4 (S.No 11 a/P.51)	2197.52	%Sft	6329
6	9557.00	Filling watering and remaining earth under floor with new earth (Excavated from out side) lead upto one chain and lift upto 5 ft	3630.00	%OCft	34692
7	3186.00	S/F Sand under floor and plugging in wall 1:2	1141.25	%Cft	36360
8	1359.00	Laying Murum flooring consisting of 1" layer of fine powedery or flakay variety of murum laid over 6" good hard layer murum spreading over 9" thick sub-base comprising of hand packed rubble or broken bricks properly watered and rammed provided over well rammed (S.I.No. 1-P/39)	3918.2	%Sft	53248
9	1359.00	Providing and fixing cement paving block flooring having size 197x97x60(mm) of city quddra / coble with pigment having strenth b/w 5000 psi to 8500 psi i/c filling the joints with hill sand and laying in specified manner / pattern and design etc (S.I.No. 72-P/48)	223.97	P.sft	304375
10	3910.00	P/L 2" thick topping in cement concrete 1:2:4 i/c surface finishing and dividing into panells.	3275.50	%Sft	128072
11	182.00	P/L Coloured cement tiles (Pattern 8"x8"x3/4") of approved shade and pattern laid flat in 1:2 grey cement mortar over a bed of 3/4" thick grey cement mortar 1:2	10964.99	%Sft	19956

Item No.	Quantity	Description of Item	Rate	Unit	Amount
12	203.00	laying white marbel flooring dressed on the the surface without winding set in lime mortar 1:2 i/c rubbing and polishing of the joints 3/4" thick flooring (S.No. 28/P.42)	567.48	Psft	115198
13	51.00	Providing and fixing 3/8" thick marble tiles of approved quality and colour and shade size 8"x4" /6"/4" in dado skirting and facing removal / tucking of existing plaster surface etc. over 1/2" thick base of cement mortar 1:3 setting of tiles in sulry of white cement over mortar base i/c filling the joint and washing the tiles with white cement slury currint finishing cleaning and (1) for new work (S.No.68/P.48)	186.04	P.sft	9488
				Total	888629

_____ % Above / Below on the Rates of CSR.

Amount to be added / deducted on basis of premium quoted Total (b)

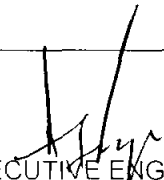
Total a+b Rs. (a) _____ Rs. (b) _____ = Rs. _____

Marble (a) _____ % Above Rs _____ Total Amount Rs _____

Steel Work (a) _____ % Above Rs _____ Total Amount Rs _____

Total (A)= a+b In Words & Figure _____

CONTRACTOR


 EXECUTIVE ENGINEER
 EDUCATION WORKS DIVISION
 JAMSHORO

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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



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

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


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

BIDDING DATA

(This section should be filled in by the Office of the Executive Engineer Education Works Division, Jamshoro before issuance of the bidding documents)

(a)	Name of Procuring Agency:-	
(b)	Brief Description of Works:-	
(c)	Procuring Agency Address:-	
(d)	Estimated Cost:-	
(e)	Amount of Bid Security.- (2%)	
(f)	Period of Bid Validity (Days):-	
(g)	Security Deposit (i/c Bid Security)	
(h)	Percentage, if any, to be deducted from bills:-	
(i)	Deadline for submission of Bids alongwith time:-	
(j)	Venue, Time, and Date of Bid Opening:-	
(k)	Time for completion from written order of Commence:-	
(l)	Liquidity Damages:-	
(m)	Deposit Receipt No. Date & Amount (in words and figure)	

Bidding Data Attached


Executive Engineer
Education Works Division
Jamshoro

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.


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

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

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

Divisional Accountant

Contractor


EXECUTIVE ENGINEER
Executive Engineer, Procuring Agency
Education Works Division
Jamshodg.

BILL OF QUANTITIES

Schedule B Attached

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

Item No. 1	Quantities 2	Description of item to be executed at site 3	Rate 4	Unit 5	Amount in Rupees 6
<i>Schedule B Attached</i>					
Total (B) in words & figures:					

SUMMARY OF BILL OF QUANTITIES.

Cost of Bid


Amount

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
Education Works Division
Jamshoro

Issued to _____

Vide D.R No. _____ Dated _____

SPPRA BIDDING DOCUMENTS

**STANDARD FORM OF BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**


(For Contracts Costing up to Rs 2.5 MILLION)

*Construction of Public Library @ Bhan Sayedabad
(Water Supply & Sanitary Fitting)
Taluka Sehwan, District Jamshoro
ADP No. 228 of 2016-17*

BIDDING DATA

(This section should be filled in by the Office of the Executive Engineer Education Works Division, Jamshoro before issuance of the bidding documents).

- (a) Name of Procuring Agency:- The Executive Engineer Education Works Division Jamshoro.
- (b) Brief Description of Works:- Construction of Public Library @ Bhan Sayedabad (Water Supply & Sanitary Fitting) Taluka Sehwan, District Jamshoro ADP No. 228 of 2016-17
- (c) Procuring Agency Address:- The Executive Engineer Education Works Division Jamshoro . District Jamshoro in the premises Deputy Commissioner Jamshoro at Kotri Phatak
- (d) Estimated Cost:- Rs 0.402 (Million)
- (e) Amount of Bid Security:- 2% of Bid Amount
- (f) Period of Bid Validity (Days):- (90 Days)
- (g) Security Deposit (i/c Bid Security):- (05%)
- (h) Percentage, if any, to be deducted from bills:- (7.50% Income Tax Deduction & 03% Security Deposit)
- (i) Deadline for submission of Bids alongwith time:- 08-12-2016 (01:00 P.M).
- (j) Venue, Time, and Date of Bid Opening:- 09-12-2016 (02:00 P.M).
- (k) Time for completion from written order of Commence:- 06-Months
- (l) Liquidity Damages:- (01% On Estimated Cost).
- (m) Deposit Receipt No. Date & Amount (in words and figure)


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JAMSHORO

BILL OF QUANTITY SCHEDULE- B

NAME OF WORK:- CONSTRUCTION OF PUBLIC LIBRARY TALUKA SEHWAN DISTRICT JAMSHORO @
PUBLIC LIBRARY BHAN (W.S & S/F EXT DRAINAGE ETC)

Item	Qty:	Description of Item	Rate	Unit	Amount
1	256.00	Excavation in foundation of Buildings, Bridges & other structures including daggling dressing refilling around structure with excavated earth watering and ramming lead upto 5 ft (b) In ordinary soil (S.No: 18 b/ P.4)	3176.25	%0cft	813
2	32.00	Cement Concrete brick or stone ballast 1 1/2" to 2" guage ratio 1:5:10. (S.No: 4c /P.14)	8694.95	%cft	2782
3	122.00	Pacca brick work in foundation and plinth in 1:6. (S.No:4e /P.20)	11948.36	%sft	14577
4	64.00	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 (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 ratio 1:2:4. (S.No:6a /P.16)	337.00	P.cft	21568
5	2.857	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.No:8 /P.16)	5001.70	P.cwt	14290
6	144.00	Cement plaster 1/2" thick upto 12' height 1:6. (S.No: 13 b /P.51)	2206.60	%sft	3178
7	144.00	Cement plaster 3/8" thick upto 12" heigh 1:4. (S.No: 11 a /P.51)	2197.52	%sft	3164
8	9.00	Cement Concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without (h) Ratio. 1:2:4 (S.No:5.h P/15)	14429.25	%cft	1299
9	72.00	Khapriel of cement concrete 12"x8"x1" of aproved design/shape laid flat in 1:2 grey cement mortar over a bed of 3/4" thick cement Mortar 1:2 (S.No: 39. P/37).	8977.90	%.sft	6464
10	72.00	Preparing the surface and paining wih weather coat l/c rubbing the surface with rubbing brick/sand Paper filling the vids wih chalk/ plaster of Paris and then painting with weather coat of approved make. 2nd & subsequent coat (S.No: 38.A.B P/55).	2567.95	%Sft	1849

Amount **69984**

_____ % Above / Below on the Rates of CSR.

Amount to be added / deduted on basis of premium quoted Total(b)

Total a+b Rs (a) _____ Rs.(b) _____

= Rs. _____

Marble _____ % Above/BelowRs. _____


Total Amount Rs. _____

Febrication _____ % Above Rs. _____

Total Amount Rs. _____

Total (A) = a+b in Words & Figure _____

CONTRACTOR


 EXECUTIVE ENGINEER
 EDUCATION WORKS DIVISION
 JAMSHORO

WATERLY SUPPLY & SANITARY FITTING

Name of Work **CONSTRUCTION OF PUBLIC LIBRARY TALUKA SEHWAN DISTRICT JAMSHORO @ PUBLIC LIBRARY BHAN (W.S & S/F EXT DRAINAGE ETC)**

Item No:	Quantity	Description of Item	Rate	Unit	Amount
1	5.00	P/F squatting type white glazed W.C pan with front flush in let and complete with i/c cost of flushing sistern with internal fitting with flush pipe with bend and making etc complete (S.I.No. 1 (b) p/2)	4802.60	P.No	24013
2	3.00	P/F 24x18 lavatory bason in white glazed earthen with i/c the cost of W/I or C/I contelever brackets 6" built into walls, painted white in two costs after a primary coat of red paint a pair of 1/2 dia chorm plated piller traps 1/6 rubber superior quality etc complete (S.I.No: 8 P/3)	4253.90	P.No	12762
3	3.00	Add Extra labour for P/Fitting of earthen ware pedestal while or coloured glazed superior quality (S.I.No: 11 P/3)	2533.47	P.No	7600
4	3.00	P/F 6"x2" C.I floor trap of the approved self cleanbing & design i/c acrewed down grating with of without making required No of holes in walls plinth & floor for pipe connection & making secro in C.C (S.I.No: 20 P/6)	2042.43	P.No	6127
5	8.00	P/F in position nylon connection complete with 1/2 dia brass bib cock with pair of brass nuts & bults lining joints to nylon connection (S.I.No: 23 P/6)	447.15	P.No	3577
6	3.00	P/F 15"x12" beveled edge mirror of belgium glass complete with 1/8" thick hard board and C.P screws fixed to wooden plant standard. (S.I.No: 4 P/7)	1161.60	P.No	3485
7	3.00	Supplying & Fixing soap tray of made plastic of each superior quality and design with fine finishing with c.p screws etc. complete (S.I.NO: 6 P/8)	169.40	P.No	508
8		Providing G.I pipe specials & clamps etc including fixing cutting and fitting complete with and i/c the cost of breaking rough wall and roof making good etc painting two coats after cleaning the pipe etc white zink point with pigment to match the colour of building (S.I.NO: 1 P/12)			
	80.00	1.1/2" dia	188.97	P.rft	15118
	350.00	1/2" dia	73.21	P.rft	25624
	150.00	3/4" dai	95.79	P.rft	14369
9		Add: extra labour for concealed G.I Pipe & fittings i/c making recess in the wall for Pipe & making good in cement mortor etc, complete. (S.I No:2 P/12)			
	50.00	1/2" dia	7.82	P.rft	391
	50.00	3/4" dia	8.45	P.rft	423
10		Providing Fixing Handle valve.			
	2.00	1/2" dia	271.92	P.No	544
	3.00	3/4" dia	200.42	P.No	601
11	4.00	P/F 4"x4" x4" dia C.I branch of the required degree with accessories doors rubbers washer 3/4" thick bolts & nuts & extra painting to match colour of the building (S.I No: 5 P/9)	270.60	P.No	1082
12	24.00	P/F 4" dia C.I soil vent pipe i/c cutting fitting & extra paint match colour of the building (S.I.No: 1 P/9)	333.29	P.rft	7999
13	4.00	P/F 4" dia C.I terminal guard including extra painting to match the colour of the building (S.I.NO: 11 P/10)	389.70	P.No	1559

Item No:	Quantity	Description of Item	Rate	Unit	Amount
14	10.00	S/Fixing long bib-cock of superior quality with c.p head 1/2" dia (S.I.NO: 13 P/19)	1109.46	P.NO	11095
15	4.00	S/Fixing canceled tee-stop cock of superior quality with c.p head 1/2" dia. (S.I.NO: 12 (b) P/18)	889.46	P.NO	3558
16	5.00	Construction of main hole or inspection diameter of circular sewer and 3'6" (1067 mm) depth with wall of B.B in cement plastered 1:3. 1/2" thick. inside of wall and 1" (25 mm) thick	14748	P.NO	73740
17		Providing R.C.C pipe with collars class "B" and digging the to required depth & fixing in position i/c cutting fitting & jointing with maxphalt composition cement mortar 1:1 and testing with water pressure to a head of 4" feet above the top of the heighest pipe & refilling excavated staff 6" pipe class "B" (S.I.N 2 P/23)			
	90.00	9" dia	250.60	P.rft	22554
	60.00	6" dia	199.25	P.rft	11955
		Providing Laying UPVC pipes of Class "B" fixing in trench i/c Cutting, fitting and Jointing with solvent cement i/c testing with water to a head of 61 meter or 200 ft(PH S.I.N 4 P/ 23)			
	30.00	3" dia	90	P.rft	2700
	30.00	4" dia	136	P.rft	4080
	30.00	6" dia	259	P.No	7770
NON SCHEDULE ITEM					
17	1.00	P/F water pumpinf set wit seimen motor and jawed pump 1 H.P 1400 PRM single Phase 220 Vikts 1"x1-1/2" suction and delivery 40 ft head i/c base plate and also making C.C 1:3:6 plate farm of required size and fixing nuts and bolts complete in all respect (I A)	10469.0	P.NO	10469
18	10.00	P/F hand Pump with all accessories wooden shown i/c boring cutting etc. (R.A) Filter	76.05	P.rft	761
					Total 274462
					N,S.I 11230
					S.I 263232


_____ % Above / Below on the Rates of CSR. Amount to be added / deduted on basis of premium quoted Total(b) = Rs. _____

Total a+b Rs (a) _____ Rs.(b) _____ = Rs. _____

Pipe Work (a) _____ % Above/Below Rs. _____ Total Amount Rs. _____

Total (A) = a+b in Words & Figure _____

CONTRACTOR


 EXECUTIVE ENGINEER
 EDUCATION WORKS DIVISION
 JAMSHORO

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

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

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

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

BIDDING DATA

(This section should be filled in by the Office of the Executive Engineer Education Works Division, Jamshoro before issuance of the bidding documents)

(a)	Name of Procuring Agency:-	
(b)	Brief Description of Works:-	
(c)	Procuring Agency Address:-	
(d)	Estimated Cost:-	
(e)	Amount of Bid Security:- (2%)	
(f)	Period of Bid Validity (Days):-	
(g)	Security Deposit (i/c Bid Security):-	
(h)	Percentage, if any, to be deducted from bills:-	
(i)	Deadline for submission of Bids alongwith time:-	
(j)	Venue, Time, and Date of Bid Opening:-	
(k)	Time for completion from written order of Commence:-	
(l)	Liquidity Damages:-	
(m)	Deposit Receipt No. Date & Amount (in words and figure)	

Bidding Data Attached


Executive Engineer
Education Works Division
Jamshoro



Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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



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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.


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

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

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

Divisional Accountant

Contractor


EXECUTIVE ENGINEER
Executive Engineering/Procuring Agency
Education Works Division
Jamshoro.

BILL OF QUANTITIES

Schedule B Attached

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

Item No.	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
<h1><i>Schedule B Attached</i></h1>					
Total (B) in words & figures:					

SUMMARY OF BILL OF QUANTITIES.


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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
Education Works Division
Jamshoro

