

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.

Phone No. 0244 9370153

No:XEN(B)/W&S/TC/G-55/ 2068 /OF 2016,


S.B.A. Dated:- 30-11-2016

To,

The Manager (Assessment-IV),
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Barrack No.8 Sindh Secretariat No.4-A,
Court Road, Karachi.
Karachi.

SUBJECT: - SUBMISSION OF N.I.T. & BIDDING DOCUMENTS INCLUDING CD.

The Notice Inviting Tenders, S.No.1 to 3 (ii) with bidding documents i/c Soft
Copy in CD, photo copy of Notification of Procurement Committee, Notification of Complaint
Redressed Committee and Annual Procurement Plan is submitted for hosting the website.


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

NO. 3363
DATED: 30-11-16

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION SHAHEED BENAZIR ABAD.

No: XEN(B)/TC/G-55/ 2067 /OF 2016,

S.B.A. Dated :- 30-11-2016

NOTICE INVITING TENDERS.

Sealed tenders are invited from the interested Persons/Supplier/Companies/Firms as per SPPRA Rules 2010 on Bidding Documents for following works:-

Sr.	Name of Work	Estimated Cost (in Million)	Earnest Money 2%	Tender Fee	Time allowed for completion of work
1.	M/R to Safe House Nawabshah District Shaheed Benazirabad.	0.260	5200/-	300/-	06 Months
2.	M/R to Safe House Kazi Ahmed District Shaheed Benazirabad.	1.00	20000/-	500/-	06 Months
3.	M/R to Safe House ^{Sakrand} Nawabshah District Shaheed Benazirabad.	1.00	20000/-	500/-	06 Months

CONDITIONS

01. The blank tender forms will be issued on receipt of applications on schedule as given below. In case of the undersigned out of Head Quarter the same will be opened on return to the Head Quarter.
02. All the interested Persons/Suppliers /Companies /Firms are required to submit the earnest money for amount shown against each work in the shape of Call Deposit/Pay Order from the Scheduled Bank in the name of undersigned at the time of submitting the tenders.
03. All the interested Persons/Suppliers /Companies /Firms shall not be allowed to withdraw his/their bid/bids or ask for return of bid security during the bid validity period, other wise bid security shall be forfeited.
04. Tender forms can be had from this office situated at Khoja Garden Nawabshah on payment of the cost of tender fee shown against each work in cash (Non-refundable) through duplicate receipt.
05. The competent Authority may reject all or any tender at any time prior to the acceptance of tender/bid subject to the relevant provision of SPPRA Rules.
06. Conditional Tenders will not be entertained.
07. Contractor must be registered with "Federal Board of Revenue" as well as with "Sindh Board of Revenue" in (i) Income Tax (ii) Sales Tax and must provide valid copy of Certificate and taxes will be deducted from their bills if applicable.
08. Undertaking on stamp paper that firm is not involved in any kinds of litigation, department rifts, abandoned or unnecessary delay in completion of any work in the Government and as well as in private organizations.

S.No.	Place, Date & Time Issuing Blank Tender Forms	Place, Date & Time of Opening Sealed Tenders
01	Blank tender forms will be issued on receipt of applications from Office of the Executive Engineer, Buildings Division Shaheed Benazir Abad situated at Khoja Garden Nawabshah from the date of floating tenders in Newspapers upto 19-12-2016 During office hours & will be received back in same office on 20-12-2016 upto 12:00 Noon	Sealed Tenders will be Opened in the presence of Procurement Committee, Bidders or their authorized agents who may intend to present at Office of the Executive Engineer, Buildings Division Shaheed Benazir Abad, Situated at Khoja Garden Nawabshah on 20 -12-2016 at 1.00 P.M.

Note :- 2nd time in Case of un-responded works the next date of issue, received back & opening of tenders shall be 04-01-2017 and 05-01-2017 respectively.

Other Terms & Conditions will remain same.

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Copy f.w.cs to:-

1. ✓ Director (A&F), Govt. of Sindh, Sindh Public Procurement Regularity Authority, Planning & Development Department, Karachi., Director General Sindh Public Procurement Regularity Authority, Block-8, Secretariat 4A, Court Road Karachi with a request to please place it on web site.
2. The Deputy Commissioner, Shaheed Benazir Abad.
3. The Superintending Engineer, Works & Services, Shaheed Benazir Abad for information.
4. The Assistant Engineer, Buildings Sub-Division, Nawabshah / Sakrand / Kazi Ahmed and Assistant Engineer, Buildings Sub-Division Electrical, Nawabshah for information and wide publicity. They are requested to submit respective working estimates within seven days and get the same sanctioned by the Competent Authority before works are awarded.
5. Copy to Head Clerk/Divisional Head Draftsman / Divisional Accounts Officer / Notice Board.

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**



OFFICE OF THE
SUPERINTENDING ENGINEER
WORKS & SERVICES SHAHEED BENAZIR ABAD.

NO. BB/W&S/SBA/ 1928 Dated: 17-11-2016

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazirabad.

SUBJECT: **SHOW CAUSE NOTICE IN CONSTITUTION PETITION NO.S-728/2016 REG MST. NAGEENA DAKHAN VS: SHOP S DOKRI & OTHERS.**

Reference:- Works & Services Department Government of Sindh Karachi vide release order No.B&A(W&S)/1-53/2016-17 dated 07-10-2016.

Sanction accorded by the competent authority and released an amount of Rs. Rs. 2.490 Million (Rupees Two Million Four Hundred & Ninety Thousand) only for M&R Works of Safe House under the head of Account "SC21132 (132)- Works & Services-KQ0540-Provincial Buildings Division-1, Karachi-A13-Total Repair & Maintenance-A133-Total Buildings & Structure-A1330'-office Buildings-8-office buildings-LSP (Unforeseen & Emergent M&R Works (copy attached) is hereby further placed at your disposal for incurring expenditure during current financial year 2016-17.

TERMS & CONDITIONS.

All terms and condition given in the release order by the Works & Services Department Government of Sindh Karachi must be strictly followed.


It may be ensured that the expenditure on M&R works of Safe House shall not exceed current year's 2016-17 release. The concerned officer should be held personally responsible for any excess expenditure / liability created beyond authorization.

It may be ensured that all required codal formalities are fulfilled before utilization of the above funds.

It shall be responsibility of the executing officer to reconcile the expenditure with Accountant General Sindh, Karachi / District Accounts Officer, Shaheed Benazirabad.

No Re-appropriation is allowed from one scheme to another without prior permission of the competent authority.

DA/As above.


SUPERINTENDING ENGINEER
WORKS & SERVICES
SHAHEED BENAZIR ABAD.

Copy forwarded with compliments for information to :-

- The Secretary to Government of Sindh Works & Services Department Karachi w/r to his office order No cited above.
- The Accountant General Sindh, Karachi.
- The Commissioner Shaheed Benazirabad Division.
- The Deputy Commissioner, Shaheed Benazirabad.
- The District Accounts Officer, Shaheed Benazirabad.

SUPERINTENDING ENGINEER
WORKS & SERVICES
SHAHEED BENAZIR ABAD.

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GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

BUDGET RELEASE ORDER

ORDER

SUBJECT:- SHOW CAUSE NOTICE IN CONSTITUTION PETITION NO. S-728/2016, REG. MST. NAGEENA DAKHAN VS: SHO PS DOKRI & OTHERS.

No.B&A(W&S)1-53/2016-17:- In pursuance of Finance Department's advice bearing No. FD(B&E-XI)D-132/2016-17(Prov) (43), dated 28-9-2016, on the subject noted above, sanction of Government of Sindh is hereby accorded for release of funds amounting to Rs.21,770,000/- (Rupees Twenty One Million Seven Hundred Seventy Thousand) only for "M&R works of Safe Houses", subject to fulfillment of all codal formalities, under head of account "SC21132 (132)-Works & Services", during current financial year 2016-17. The funds are placed at the disposal of Superintending Engineer, Works & Services, Shaheed Benazirabad, Naushahro Feroze & Sanghar for further disbursement to the Executive Engineer, Building Divisions, concerned, as per details given below:-

Fund Centre	Name of District	Amount in Rs.
SB0422	Executive Engineer, Building Division, Shaheed Benazirabad	
A13302	Residential Buildings	2,490,000
NX0353	Executive Engineer, Building Division, Naushahro Feroze	
A13302	Residential Buildings	8,489,000
SN0412	Executive Engineer, Building Division, Sanghar	
A13302	Residential Buildings	10,791,000
	Total	21,770,000

2. The expenditure involved has been sanctioned from the lumpsum provision under the head of account "SC21132 (132)-Works & Services-KQ0540-Provincial Building Division-I, Karachi-A13-Total Repairs & Maintenance-A133-Total Buildings & Structure-A13301-Office Buildings-8-Office Buildings-LSP (Unforeseen & Emergent M&R Works) and will be debitable to the above mentioned fund centre / objects under the same head of account, during current financial year 2016-17.

3. The above funds are released subject to the condition that all codal formalities are observed before utilization of the funds.

(AIJAZ AHMED MEMON)
SECRETARY TO GOVT. OF SINDH

Karachi dated the 06th October, 2016

No. FD(B&E-XI)D-132/2016-17(Prov) (43),

A copy is forwarded to the Accountant General, Sindh, Karachi for information and necessary action.

-589- 6/10/16

SECTION OFFICER(B&E-XI)D-XIV
FINANCE DEPARTMENT

Karachi dated the 07th October, 2016

No.B&A(W&S)/1-53/2016-17

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

1. The Secretary to Government of Sindh, Finance Department, Karachi.
2. The Secretary to Government of Sindh, Social Welfare Deptt, Karachi.
3. The Director General, Audit Sindh, Karachi.
4. The Commissioner, Shaheed Benazirabad.
5. The Chief Engineer Buildings, Sukkur & Hyderabad.
6. The Superintending Engineer, Works & Services, S.B.A, N/Feroze & Sanghar.
7. The Executive Engineer, Building Divisions, S.B.A, N/Feroze & Sanghar.

SECTION OFFICER (B&A)



Ph.#. 0244 9370153

OFFICE OF THE
EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIRABAD

No.TC/XEN (B)/

/OF 2016,

Dated:-

NOTIFICATION

The following officers are hereby Nominated to Redresses the grievances and settlement of disputes during the Bidding process under Section 31"SPPRA"Rules 2010 as amended 2013.

1. Superintending Engineer
Works & Services
Shaheed Benazirabad
2. Assistant Engineer
Buildings Sub-Division
Sakrand
3. Divisional Accounts Officer
Education Works Division
Shaheed Benazirabad

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

Copy for information to:

1. The Manager (Assessment-IV) Sindh Public Procurement Regulatory Authority Karachi
2. The Superintending Engineer Works & Services Shaheed Benazirabad.
3. The Assistant Engineer Buildings Sub-Division Kazi Ahmed and (Buildings) Electrical Sub--Division Nawabshah
4. The Office Record File.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated: April, 2016.

NOTIFICATION

No.E&A(W&S)3-9/91-2013 (SBA): In supersession of this Department's Notification of even number dated: 27.05.2013, the Competent Authority is pleased to constitute a Procurement Committee in terms of Rule-7 & 08 of Sindh Public Procurement Rules-2010 (Amended 2013) for procurement of "Goods / Works" in the Office of Executive Engineer, Buildings Division, Shaheed Benazirabad excluding, procurement involving foreign exchange, with the following composition:-

- | | |
|--|----------|
| 1. Superintending Engineer (W&S),
Shaheed Benazirabad. | Chairman |
| 2. Executive Engineer, Buildings Division,
Shaheed Benazirabad. | Member |
| 3. Additional District Accounts Officer,
Shaheed Benazirabad. | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-7 & 8 of Sindh Public Procurement Rules-2010 (Amended 2013).

SECRETARY TO GOVT. OF SINDH

No.E&A(W&S)3-9/91-2013 (SBA):

Karachi, dated the April, 2016.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways), Hyderabad.
4. The Chairman / Members of the Committee.
5. The Deputy Director (Monitoring), PM&E Cell, W&SD.
6. P.S to Secretary, W&S Department.
7. Notification file.

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

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

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

No.2(iv)

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- | | | |
|-----|---|--|
| (a) | Name of Procuring Agency. | Executive Engineer Buildings Division Shaheed Benazir Abad. |
| (b) | Brief Description of Works. | <u>M/R to Safe House Nawabshah District Shaheed Benazirabad.</u> |
| (c) | Procuring Agency's address | Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad. |
| (d) | Estimated Cost. | Rs. 0.260, Million |
| (e) | Amount of Bid Security
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%) | 2% Rs.5200 /- |
| (f) | Period of Bid Validity (days). | (Not more than sixty days). |
| (g) | Security Deposit (I/c: Bid Security).
(In %age of bid amount / estimated cost equal to 10%). | 10% Rs.26000/- |
| (h) | Percentage, if any, to be deducted from bills. | 8% Rs.20800/- |
| (i) | Deadline for submission of Bids alongwith time:- | upto 12.00 Noon |
| (J) | Venue, Time and Date of Bid Opening :- | Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 1.00 Pm. |
| (k) | Time for completion from written order of commence :- | 06 Months. |
| (l) | Liquidity Damages :- | (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%). |
| (m) | Deposit Receipt No. Date Amount
(In words & figures). | |
| (n) | Tender Issued to / Name of Contractor / Agency | _____ |

DR. No. _____ Rs. ~~500~~00/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs: _____.

Rates.

(CONTRACTOR)


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

**FORM OF BID
(LETTER OF OFFER)**

Bid Reference No. NO.XEN(B)/W&S/TC/G-55/ 2067

/ OF SBA, Dated :- 30-11-2016.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

- 1 Having examined the Bidding Documents including Instruction of Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute _____ and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached thereto form part of this Bid.
- 3 As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of **2% of Estimated Cost.**, Rs. _____ drawn in your favour of made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
- 4 We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- 5 We agree to abide by this Bid for the period of **90 Days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7 We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2016.

In the capacity of _____ duly authorized to sign bid for and on behalf of

(Signature of Bidder/ Contractor).

Witness :

Signature _____

Name _____

Address _____

FORM OF BID AND SCHEDULES TO BID

SCHEDULE TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be performed by Subcontractors.
- Schedule D to Bid: Proposed Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

SCHEDULE – A TO BID**PREAMBLE TO SCHEDULE OF PRICES.****1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of contract, Contract Data together with the Specifications and Drawing, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description.

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

Note : (The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

- : (2) : -

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements relates thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

Note : (Procuring Agency may modify as appropriate).

(Note : The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid prices.

5.1 Break-up of Bid Prices.

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bit Prices.

6. Provisional Sums and Day work.

- 6.1 Provisional Sums included and so designated in the schedule of prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer / Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer / Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHID BENAZIR ABAD.

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Name of work :- M/R to Safe House Nawabshah Distrsict Shaheed Benazirabad.

Item No.	Description	Quantity	Unit Rate (In Rs.)	Total amount (In Rs.)
1	I. (Civil Work)			
2				
3				
1	II. (Internal Sanitary & Water Supply)			
2				
3				
1	III. (Electrification)			
2				
3				
1	IV. (External Development)			
2				
3				
1	V. (Miscellaneous Items)			
2				
3				
Total (to be carried to summary of bid price)				
Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates;				
(CONTRACTOR)		EXECUTIVE ENGINEER BUILDINGS DIVISION SHAHEED BENAZIR ABAD.		

BILL OF QUANTITIES.

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

Item No.	Quantities	Description of item to be executed at site.	Rate.	Unit.	Amount (In Rupees)
1	2	3	4	5	6

Amount Total (a)

_____ % above / below on the
rates of CSR.

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

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

(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.

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% of the contract price. Agency may be 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 10 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 alternations 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 of 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 5 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 supporting 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 i/c 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 herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SCHEDULE – B.Name of work :- **M/R to Safe House Nawabshah District Shaheed Benazirabad.**

QUANTITY	ITEMS	RATE.	UNIT	AMOUNT.
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PART – (A) “SCHEDULE ITEMS”.

1/- Errection & removal of centering for RCC or plain cement concrete works of deodar wood (2nd class)(Partial wood vertical)(S.I.NO:19(b)(ii),P:17).

554 Cft @ Rs.3127/41 %Sft Rs.17326/-

2/- Cement Concrete plain i/c placing,compacting,finishing & curing complete i/c Screening & washing of stone aggregate without shuttering.(S.I.NO:5(f)P:15).

208, Cft @ Rs.14429.25 %Cft Rs.30013/-

3/- Pacca Brick work in G.Floor in cement sand mortar 1:6(S.I.NO:5(i)(e)P:20)

93 Cft @ Rs.12674/36 %Cft: Rs.11787/-

4/- R.C.C work including all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately. This rate also all kinds of forms mould lifting shuttering currying rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slabe beams column raft lintel and others structure member laid in situ are precast laid in position ect completed in all respect.

23 Cft @ Rs.337.00 % Cft Rs. 7751/-

5/- Fabrication of mild steel reinforcement for cement concrete including cutting bending and bending are laying making joints fastering including the cost of binding wire also removal rust from bras.

1.129 Cwt @ Rs.5001.70 P.Cwt Rs.5647/-

6/-S/F in position iron steel grill of size 3/4"x1/4"flat iron of approved design i/c painting 3-coats complete.

162 Sft @ Rs.180.50 P.Sft: Rs.29241/-

7/- P/F iron Collapsible gate with channel framming of section 3/4"x5/16"@4" i/c revited with 3/4"x8" flate iron patti placed diagonally & provided with top & bottom T-section 1"x1"x1/8" alongwith rollers also i/c locking arrangement & fixing in floor/ceiling over wall etc completed.

43 Sft @ Rs.387.04 Psft: Rs.16643/-

8/-Cement plaster 1/2":thick upto 12'height 1:6.

1210 Sft @ Rs.2206/60 % Sft Rs.26700/-

9/- Cement plaster 3/8' thick upto 12' height 1:4.

1210 Sft @ Rs.2197/52 P% Sft Rs.26590/-

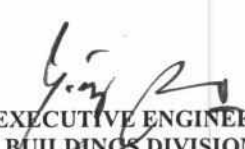
10/- P/F angle iron vertical posts for barbed wire fencing of size 2"x2"x1/4" embedded in RCC/masonry pilars i/c making cuts/holders@12"i/c fixing in pillars by.chiseling * filling with cement sand mortar.

245 Sft @ Rs.169/18 P.Rft: Rs.41449/-

11/-P/F barbed wire fencingwith 12 guage 4 points@ 6"apart barbed wire i/c straightening & fixing in angle iron vertical posts.

2116 Sft @ Rs.8.38 P.Rft: Rs.18570/-
Rs:231717

(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

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

No.2(iv)

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- | | | |
|-----|---|--|
| (a) | Name of Procuring Agency. | Executive Engineer Buildings Division Shaheed Benazir Abad. |
| (b) | Brief Description of Works. | <u>M/R to Safe House at Kazi Ahmed Taluka Kazi Ahmed District Shaheed Benazirabad.</u> |
| (c) | Procuring Agency's address | Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad. |
| (d) | Estimated Cost. | Rs. 1.00, Million |
| (e) | Amount of Bid Security
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%) | 2% Rs.20000 /- |
| (f) | Period of Bid Validity (days). | (Not more than sixty days). |
| (g) | Security Deposit (I/c: Bid Security).
(In %age of bid amount / estimated cost equal to 10%). | 10% Rs.100000/- |
| (h) | Percentage, if any, to be deducted from bills. | 8% Rs.80000/- |
| (i) | Deadline for submission of Bids alongwith time:- | upto 12.00 Noon |
| (J) | Venue, Time and Date of Bid Opening :- | Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 1.00 Pm. |
| (k) | Time for completion from written order of commence :- | 06 Months. |
| (l) | Liquidity Damages :- | (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%). |
| (m) | Deposit Receipt No. Date Amount
(In words & figures). | |
| (n) | Tender Issued to / Name of Contractor / Agency | _____ |

DR. No. _____ Rs. 300/- Dated : - _____

Call Deposit No. _____ dated _____
of the _____ amounting to Rs: _____.

Rates.

(CONTRACTOR)


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

**FORM OF BID
(LETTER OF OFFER)**

Bid Reference No. NO.XEN(B)/W&S/TC/G-55/ 2067

/ OF SBA, Dated :- 30-11 -2016.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

- 1 Having examined the Bidding Documents including Instruction of Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name and address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute _____ and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____)
_____ or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached thereto form part of this Bid.
- 3 As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of **2% of Estimated Cost.**, Rs. _____ drawn in your favour of made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
- 4 We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- 5 We agree to abide by this Bid for the period of **90 Days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7 We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2016.

In the capacity of _____ duly authorized to sign bid for and on behalf of

(Signature of Bidder/ Contractor).

Witness :

Signature _____

Name _____

Address _____

FORM OF BID AND SCHEDULES TO BID

SCHEDULE TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be performed by Subcontractors.
- Schedule D to Bid: Proposed Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

SCHEDULE – A TO BID

PREAMBLE TO SCHEDULE OF PRICES.

1. **General**
- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of contract, Contract Data together with the Specifications and Drawing, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.
2. **Description.**
- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.
3. **Units & Abbreviations.**
- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,
- _____
- _____
- Note : (The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).*
4. **Rates and Prices.**
- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

- : (2) : -

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements relates thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

Note : (Procuring Agency may modify as appropriate).

(Note : The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid prices.

5.1 Break-up of Bid Prices.

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bit Prices.

6. Provisional Sums and Day work.

- 6.1 Provisional Sums included and so designated in the schedule of prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer / Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer / Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.


(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHED BENAZIR ABAD.

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Name of work :- M/R to Safe House Kazi Ahmed District Shaheed Benazirabad.

Item No.	Description	Quantity	Unit Rate (In Rs.)	Total amount (In Rs.)
1	I. (Civil Work)			
2				
3				
1	II. (Internal Sanitary & Water Supply)			
2				
3				
1	III. (Electrification)			
2				
3				
1	IV. (External Development)			
2				
3				
1	V. (Miscellaneous Items)			
2				
3				
Total (to be carried to summary of bid price)				
Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates;				
(CONTRACTOR)		 EXECUTIVE ENGINEER BUILDINGS DIVISION SHAHEED BENAZIR ABAD.		

BILL OF QUANTITIES.

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

Item No.	Quantities	Description of item to be executed at site.	Rate.	Unit.	Amount (In Rupees)
1	2	3	4	5	6

Amount Total (a)

_____ % above / below on the
rates of CSR.

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

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

(CONTRACTOR)


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% 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 10 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 alternations 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 of 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 5 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 un-necessary 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 supporting 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 i/c 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 herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

(CONTRACTOR)


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

Schedule "B"

Name of Work: M/R to Saffe House at Kazi Ahmed Taluka Kazi Ahmed District
Shaheed Benazirabad

S.#	Name of Item	Quantity		Rate	Unit	Amount	
1	P/F G.I frame / chowkats of size 7" x 2" or 4" x 3" for door using 20 guage G.I sheet i/c welding hinges and fixing site with necessary hold fast filling with cement and slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing (SINo. 29 P-28)	35	Rft	228.90	P.Rft	8012	
2	P/F G.I frame / chowkats of size 7" x 2" or 4-1/2" x 3" fzor windows using 20 guage G. I sheet ic welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry ratio 1:6 and repairing the jambs. The cost also i/e all carriage tools and plants used in making and fixing (SINo. 28 P-28).	40	Rft	240.50	P.Rft	9545	
3	First class deodar wood wrought joinery in doors and windows etc. fixed in position i/c chowkats hold fasts iron tower bolts handle cleats cords with hooks etc. deodar paneled and paneled or glazed and fully glazed 1-3/4" thick (SINo. 7p-57).	49	Rft	902.93	P.Rft	228441	
4	Galvanized wire gauze fixedwith 1/2" strips of separate 2"x2"deodar wood frame. (S.I.No.14 c) P- 67).	182	Sft	575.61	P.Sft	104761	
5	Galvanized wire gauze fixedwith 1/2" strips of separate 2"x2"deodar wood frame. (S.I.No.14 c) P- 67).	251	Rft	190.72	P.Rft	47870.72	
6	Ordinary distempering oil bounded distemper or paint on walls. S.I No. 54 B P.13	1	1521	Sft	226.38	%Sft	3443
7	Distember of 3 coats S.I No.24 (b) P.53	1521	Sft	1043.90	%Sft	15878	
8	Color washing one -coats of white wash (SINo. 25 P-60).	6125	Sft	1303.17	%Sft	79819	
9	Laying white marbel flooring fine dressed on the surface without winding set in lime marter i/c rubbing & polishing 3/4" thick flooring (SI 28/A P-42)						

	360	Sft	567.48	P.Sft	204,293
10	Preparing surface and painting of doors and windows 3-coats (Old Surface) coats (SINo. 5-c P-77).				

897	Sft	1072.06	%Sft	9616
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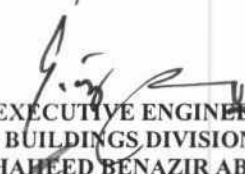
Total RS:	711,679
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PART-B NON SCHEDULE ITEM

- 1 Providing & Fixing Squalting type white /coloured W.c pan size 585 x 435 mm (PORTA) (USA) with i/c the cost of hang type flushing cistem with internal fitting and flush copper pipe with bend & makng requisit number of holes in walls plinth & floor for pipe connection & makinggood in cement concrete 1:2:4 i/c flushing tank (PORTA) with 4" dia eathern ware trap and C.I thumble etc as entire satisfaction of Engineer Incharge.(R.A)

653	Sft	538.00	P.Sft	351045
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(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

² SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

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

No.2(iv)

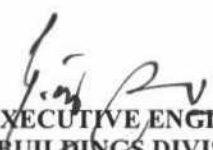
**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA**(This section should be filled in by the Engineering / Procuring Agency before issuance of the Bidding Documents)**

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. M/R to Safe House Sakrand District Shaheed Benazirabad.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.1.00, Million
- (e) Amount of Bid Security 2% Rs.20000 /-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.100000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.80000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Noon
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 1.00 Pm.
- (k) Time for completion from written order of commence :- 06 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Deposit Receipt No. Date Amount
(In words & figures).
- (n) Tender Issued to / Name of Contractor / Agency _____

DR. No. _____ Rs. 500/- Dated : - _____Call Deposit No. _____ dated _____
of the _____ amounting to Rs: _____**Rates.**_____

(CONTRACTOR)


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

**FORM OF BID
(LETTER OF OFFER)**

Bid Reference No. NO.XEN(B)/W&S/TC/G-55/ 2067

/ OF SBA, Dated :- 31-11-2016

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

- 1 Having examined the Bidding Documents including Instruction of Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name and address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute _____ and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____)
_____ or such other sum as may be ascertained in accordance with the said Documents.
- 2 We understand that all the Schedules attached thereto form part of this Bid.
- 3 As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of **2% of Estimated Cost.**, Rs. _____ drawn in your favour of made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
- 4 We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- 5 We agree to abide by this Bid for the period of **90 Days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7 We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8 We understand that you are not bound to accept the lowest or any bid you may receive.
- 9 We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2016.

In the capacity of _____ duly authorized to sign bid for and on behalf of

(Signature of Bidder/ Contractor).

Witness :

Signature _____

Name _____

Address _____

FORM OF BID AND SCHEDULES TO BID

SCHEDULE TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be performed by Subcontractors.
- Schedule D to Bid: Proposed Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

PREAMBLE TO SCHEDULE OF PRICES.**1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of contract, Contract Data together with the Specifications and Drawing, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description.

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

Note : (The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

- : (2) :-

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements relates thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

Note : (Procuring Agency may modify as appropriate).

(Note : The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. **Bid prices.**

5.1 Break-up of Bid Prices.

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price


The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bit Prices.

6. **Provisional Sums and Day work.**

- 6.1 Provisional Sums included and so designated in the schedule of prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer / Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer / Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.


(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Name of work :- M/R to Safe House Sakrand in District Shaheed Benazirabad.

Item No.	Description	Quantity	Unit Rate (In Rs.)	Total amount (In Rs.)
1	I. (Civil Work)			
2				
3				
1	II. (Internal Sanitary & Water Supply)			
2				
3				
1	III. (Electrification)			
2				
3				
1	IV. (External Development)			
2				
3				
1	V. (Miscellaneous Items)			
2				
3				
Total (to be carried to summary of bid price)				
Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates;				
(CONTRACTOR)		 EXECUTIVE ENGINEER BUILDINGS DIVISION SHAHEED BENAZIR ABAD.		

BILL OF QUANTITIES.

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

Item No.	Quantities	Description of item to be executed at site.	Rate.	Unit.	Amount (In Rupees)
1	2	3	4	5	6

Amount Total (a)
_____ % above / below on the
rates of CSR.

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

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

(CONTRACTOR)


EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHED BENAZIR ABAD.

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% 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 10 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 alternations 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 of 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 5 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 un-necessary 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 supporting 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 i/c 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 herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

(CONTRACTOR)


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

SCHEDULE – B.

Name of Work: M/R to Saffe House at Sakrand Taluka Sakrand District Shaheed Benazirabad

S.#	Name of Item	Measurement	Quantity	Rate	Unit	Amount
1	Pacca brick work ground floor in cement sand mortiar 1:6 (SINo.4 P-25)					
			27 Rft	12674.36	%Cft	3433
2	R.C.C. work in roof slab beam columns rafts lintels and other structural member laid in situ or precast laid in position complete in all respects ratio 1:2:4 (90 Lbs cement 2cft sand 4cft shingle 1/8" 0 1/4" guage (SINO. 6 P-19).					
			102 Sft: 337		P.Sft:	34374
3	Fabrication of mild steel reinf; for cement concrete i/c cutting bending laying in position making joints and fastenin g i/c the cost of binding wire and also i/c removal of rust from bars (SINO. 7 P-20).					
			2.607 Cwt	5001.70	P.cwt	13039
4	Cement plaster 1/2" thick upto 20' height; ratio 1:6 (SINO. 13 P-51)					
			121 Sft	2206.60	% Sft	2670
5	Cement plaster 3/8" thick upto 20' height ratio 1:4 (S.I No. 13(a)/P-58)					
			964 Sft	2197.62	%Sft	21185
6	Cement concrete brick or stone ballast 1-1/2" to 2" gauge 1:4:8 (SINo. 4(c) P-14)					
			1221 Cft	9416.28	%Cft	114997
7	Providing & laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into pannels (S.I No. 16/P-41)					
A	3" Thick		1221 Sft	4411	%Sft	53870
B	2" Thick		842 Sft	3275.50	%Sft	27580
8	P/F G.I frame / chowkats of size 7" x 2" or 4-1/2" x 3" fzor windows using 20 guage G. I sheet ic welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing (SINo. 28 P-28).					
			Total 52 Rft	228.90	P.Rft	11903

9	P/F G.I frame / chowkats of size 7" x 2" or 4-1/2" x 3" for windows using 20 gauge G. I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing (SINo. 28 P-28).	87	Rft	240.50	P.Rft	20924
10	First class deodar wood wrought joinery in doors and windows etc. fixed in position i/c chowkats hold fasts iron tower bolts handle cleats cords with hooks etc. deodar paneled and paneled or glazed and fully glazed 1-3/4" thick (SINo. 7p-57).	66	Rft	902.93	P.Rft	59593
11	Galvanized wire gauze fixed with 1/2" strips of separate 2"x2" deodar wood frame. (S.I.No.14 c) P- 67).					
12	Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 (SI 24/P-48)	260	Sft	27678.86	P%Sft	71,965
13	White glazed tiles 1/4" dedo jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick i/c finishing (S.I 37/P-50)					
	"	51	Sft	28253.61	P%Sft	14,409
14	Preparing surface and painting with matt finishing i/c vabbing the surface.(S.I No. 36 P.No.55)	3368	Sft	3444.38	%Sft	116007
15	Preparing surface and painting with weather coats (SINo.38 P-56).					
	Net Qty= 1553 - 550 =1003 Sft	1003	Sft	2567.95	%Sft	25757
16	Preparing surface and painting of doors and windows 3-coats (New Surface) coats (SINo. 5-c P-77).					
	=	143	Sft	2316.41	%Sft	3312
17	Distember of 3 coats S.I No.24 (b) P.53					
	Total	1335	Sft	1043.90	%Sft	13936
18	Preparing surface and painting of doors and windows 3-coats (Old Surface) coats (SINo. 5-c P-77).					

19	Two coats of Bitumen laid hot using 34 Lbs for % Sft. Ober roof and blinded with sand at one Cft.Per % Sft(S.I.No.13 P.No.34).	120	Sft	1160.06	%Sft	1392
20	Color washing 3 -coats (SINo. 25 P-53).	842	Sft	1887.40	%Sft	15892
	Total:	648	Sft	1303.17	%Sft	8445
21	B) 01-1/2" thick deodor wood farming i/c wire guage with ordinary hinges.(S.I No.14 (b)P.58					
	Total:	50	Sft	562.98	P.sft	28149
22	M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" & 3/4" sq: bars at 4" centre to centre with locking arrangement. (S.I No.24 P-97)					
		63	Sft	180.50	P.Sft	11372
					Total Rs:	687935

Part - B (W/S & S/Fitting)

1	P/F orisa type white or colour glazed earthen ware w.c pan with cost of low level plastic flush tank of 3-gallon capacity of approved quality i/c making requisite No. of holes in wall, plinth and floor and making good in c.c. 1:2:4 W.C pan orisa type 23" with plastic tank or low down 3-gallon and C.I thumble (Superior quality) (ii) with 4" dia earthen ware trap and plastic thumble. (S.I.No.3 (a) ii P/2).					
		1x3	=	3	Nos	5836.60
					Each	17510
2	P/F 22"x16" Lavatory basin in white glazed earthen ware complete with & i/c cost of W.I or C.I cantilever brackets 6" built into walls painted white in two coat after primary coat of red lead paint a pair of 1/2" dia chrome plated pillar rubber plug and chrome plated pillar traps 1-1/2" dia rubber plug and chrome brass waste of approved pattern 1-1/4" dia malleable iron c.p brass unions making and making traps malleable iron or brass required No of holes in walls plinth and floor for pipe connection and making good in C.C 1:2:4 (standard pattern) (S.I.No.12 P-3).					
		1x2	=	2	Nos	4694.8
					Each	9390
3	Providing and fixing of earthen ware pedestal white or colour glazed standard pattern (S.I.No.9 P-3).					
		1x2	=	2	Nos	938.47
					Each	1877
4	P/F 6"x2" or 6"x3" C.I floor trap of the approved self cleaning design with a C.I grating with or w/o a vent arm complete with and i/c making required no. of holes in walls plinth and floor for pipe connections and making good in c.c 1:2:4 (S.I.No.20 P/5).					
		1x2	=	2	Nos	
			=	3	"	
		1x3				
	Total			5	Nos	2042.43
					Each	10212

5	P/F 4"x4"x4" dia C.I branch of the required degree with access doors, rubber washer 1/8" thick and built & nuts and extra painting to match the colour of the building (S.I.No.3 P/ 9).						
	1x3	=	3	Nos	599.60	Each	1799
6	Supplying & Fixing long bib-cock of superior quality with C.P head 1/2" dia (S.I.No.15 (a) P/15)						
	1x5	=	5	Nos	1109.46	Each	5547
8	Providing a fixing in position nylon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nylon connection. (S.I.No.23 P/6).						
	1x5	=	5	Nos	447.15	Each	2236
9	Providing and fixing of handle valve (China) S.I NO. 7/P-14)						
	3/4" dia 1x2	=	2	Nos	271.92	Each	544
Total:-							50803

Part - C Schedule item of Public Health

1	Borring for tube well in all water bearing soil from ground level upto 100Cft or 30.5 meter depth i/c sinking and with drawing of casing pipe.(A80mm(3"dia) S.I No.1 P-No.41						
	3" dia 1x85.0		85	Rft	160.00	P.Rft	13600
Total RS:							13,600

PART-D NON SCHEDULE ITEM

1	P/F Single Phase Eleetric Motor 1.HP(3-Star Company) original 1150 RPM (Capacity Type) with donkey pump of same Company having section &1"x1" dia fixed with C.1 stand. Belt, mobi oil, dori i/cs all here and lab our chargesire switch plug & testing charge etc Complete (R.A						
	1 Sat		1	Sat	18470	Each	18470
2	P/F UPVC pipe (PAK ARAB) Sch-40 on surface by using Clips / saddles (of approved quality and material), etc. paid separately, or recessed in masonry, C.C. or RCC upto 60 ft height and making good with C.C including curing, finishing etc. complete as per instructions of the Engineer Incharge. Spfications of the material should meet the requirements of class 12454-B in accordance with ASTM-.D-1784 type grade 1 grate 1. rate includes all costs of labour, material, cartage, scaffolding / ladders, etc. complete. (N.S.I)						
	3/4" dia 3x20.0		60	Rft	92.00	P.Rft	5520
	1" dia 4x20.0		80	Rft	115.00	P.Rft	9200

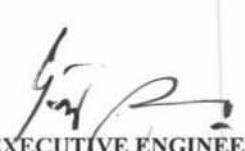
4" dia	8x10.0	80	Rft	290.00	P.Rft	23200
6" dia	10x10.0	100	Rft	385.00	P.Rft	38500

- 3 Providing & Fixing iron pipe grill 16 guage with verticle pipe 6" and one Horizintal pipe in top i/c 1-1/2"x1/4" flate iron pati at bottom and 3 arrow on each vertical pipe with 3/8"Sq: bar fixed with hold fasts i/c carriage and painting 3 coats etc Compelete.(R.A)

Total: 42 Sft 538.00 P.Sft 22596

Total: 117486

(CONTRACTOR)


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