



OFFICE OF THE EXECUTIVE ENGINEER, EDUCATION WORKS-III.

EDUCATION & LITERACY DEPTT, GOVT: OF SINDH.

PLOT NO: JM/3/379, JIGAR MURADABADI ROAD, NEW TOWN, KARACHI

NO: XEN/EWD-III/W&S/TC/2015-16/668 KARACHI DATED: 01/02/2017

To,

THE DIRECTOR
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
GOVERNMENT OF SINDH
KARACHI.

SUBJECT: - Submitted of the Documents

Enclosed please find herewith the below Documents for the NIT No:TC/EWD-III/01/661

Dated:- 30.1.2017

1. Procurement Commete Letter
2. CRC Letter
3. Annual Procurement Plan 2016-2017
4. Bidding Documents
5. Schedule of Price
6. Nws Paper which NIT Published
7. CDR

This For Your Kind Information Please


EXECUTIVE ENIGIEER
EDUCATION WORKS DIVISION-III
KARACHI.

SEPPRA
NO: 845
DATED: 02-02-17

Approved
NO:

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION NO: III KARACHI
 PLOT NO:JM/3/379 JIGAR MURADABADI ROAD NEW TOWN KARACHI
 NO:TC/EWD-III/NIT/2016-17/01/661 KARACHI DATED THE:30.1.2017.

- The Executive Engineer, Education Works Division No:-III Karachi invites sealed bids/tenders on composite schedule of rates (CSR) items Rate basis or on both from interested firms/contractors or persons as per SPPRA Rules 2010 amended 2013.
- The purpose of these works is to provide infrastructure at the Government Schools, / The scope comprises of Electrification Work of Building
- List of Works is as given below:-

S.NOS	NAML OF WORK	TOWN	Category of Registration in the P.E.C	Performance Security	Bid Security	TENDER FEE	COMPLETION PERIOD
1. 2. 3. 4. 5. 6. 7.	ADP NO 146 UPGRADATION OF PRY SCHOOL TO MIDDLE SCHOOL 2015-2016 PROGRAMME ELEMENTRY EDUCATION (ON GOING) SCHEMLS. GBPS Haji Shah Ali GBSS Achar Salar GBPS Gul Hussain Koterio GBPS Mossa Goth GGPS Mossa Goth GBPS KIS No 1 & 4 GGPS No 33 B Korangi	Landhi Bin Qasim Bin Qasim Bin Qasim Bin Qasim Korangi	Approved Not Registered	2% of Performance security in shape of Bank Guaranty	5% of Bid Price in Shape of Pay-Order in favour of Lxecutive Engineer Education Works Division-III Karachi	Rs:- 3000/=	06-Months
8. 9.	ADP NO : 149 UPGRADATION OF PRY SCHOOL TO MIDDLE SCHOOL IN MALIR (6 Units)(2014-2015) PROGRAMML. GBPS Khalifa Ali Mouhammad jat GBPS Allah Walli	Bin Qasim Bin Qasim	do		do	Rs:- 3000/=	06-Months
10. 11. 12. 13. 14. 15.	ADP NO 255 UPGRADATION OF MIDDLE SCHOOL TO HIGH SCHOOL & HIGHER SLCOND SCHOOL IN SINDH(2007-08)PROGRAMME GBMS Mouhammad Khan Kamerani GBMS Jam Kando GBLSS Kohi Goth GGMS NO 7 Korangi No 6 GMS Boys/Girls Bagh-e-Korangi GBMS Rehari Bakhtawar	Bin Qasim Bin Qasim Bin Qasim Landhi Landhi Bin Qasim	do		do	Rs:- 3000/-	06-Months
16. 17. 18. 19. 20.	ADP NO 264 RECONSTRUCTION/RENOVATION/ADDITION MISSING FACILITES IN EXISTING SECONDLRY PRY SCHOOL (17 UNITS)(2012-2013)PROGRAMML GGPS & GGSS Airport GBSS Senior Model No 2 GBSS SADDAR Jut Line GBPS KIS NO 17 & GBPS 50 A KORANGI GGPS/GBPS & GGSS GBSS at Balida	Malir S.Faisal Jamshed Korangi S.Faisal	do		do	Rs:- 3000/-	06 Months
21. 22.	ADP NO: 265 RECONSTRUCTION / IMPROVEMENT & ADDITIONAL OF CLASS ROOMS & ADDITION OF XI XII CLASSES IN SECOND SCHOOL (2 Units)2012-2013 PROGRAMML GGPS/SS/School At GB & GGS 33-D GGSS NO 7 & 8 And GGP/GGSS No 31 Noor Manzil No:1 Landhi	Korangi Landhi	do		do	Rs:- 3000/-	06 Months
	ADP NO : 269 RE CONSTRUCATION OF DANGEROUS GOVT SCHOOL OF UC 11 & 12 Landhi & UC 5 Korangi (2012-2013)PROGRAMML	Korangi	do		do	Rs:- 3000/-	06-Months

23.	CDGK/Boys/Girls School No: 26	Korangi					
24.	CDGK/Boys/Girls School No 21/22	Korangi					
25.	CDGK/Boys/Girls School No 23/24	Korangi					
26.	CDGK/Boys/GIRLS School F-Area No:4						
27.	Govt/Boys/girls Pry school NO 62/63 No 4 UC 11	Landhi					
28.	GPS (CDGK)58/59)	Landhi					
29.	ADP NO 270 REHABILITATION RECONSTRUCTION OF EXISTING PRY & SECOND SCHOOL(4 UNITS)(2014-2015)PROGRAMME				--do--	Rs:- 3000	06-Months
30.	GGSS at G 10 GBSS NO 6 GGSS at GSS K15 No 11	Korangi Korangi					
31.	ADP NO 277 REHABILITATION OF EXISTING HIGH SCHOOL & HIGER SECONDERY SCHOOL DIST: KYC (2015-2016)PROGRAMME GGSS Idara-e-Sharqia Jacobline	Jamshed			--do--	Rs :- 3000/-	06-Months
32.	ADP NO 280 RECONSTRUCTION OF DANGEROUS ELEMETERY H SCHOOL IN DIST: KYC EAST (2015-2016)PROGRAMME Marie Colaco Jacob Line	Jamshed			--do--	Rs:- 3000/-	06-Months
33.	ADP NO 461 REPAIR & MAINTNANCE OF 04 ADOPTED SCHOOL OF KARACHI(2015-2016)PROGRAMME						
34.	1. GBSS Nasir Colony	Korangi			--do--	Rs:- 3000/-	06-Months
35.	2. GBPS Jamia Islamia Kashmir Colony(ii)GBPS MS Akhter Colony	Jamshed					
36.	3. GBPS Madina Masjid (ii)GGLSS Rana acadmy	Jamshed					
36.	4. GG HIGER SECONDERY School PAF Drigh road Cantt: Bazar	S.Faisal					
37.	ADP No: 467 SCHOOL IMPROVEMENT THROUGH ADOPTED SCHOODOOL INTERVISION(PHASE-II)(AASP)(2015-2016)PROGRAMME	Jamshed			--do--	Rs:- 3000/-	06-Monthd
38.	GMPS Al-Billa & GBPS Jamhuria Colony GGHSS PAF Cantt Bazar	S.Faisal					
39.	ADP No: 406 REMAINING WORK & CONVERSION OF GBP Sharfi Goth into Community College Near Singer Chowrangj	Landhi			--do--	Rs: 3000/-	06-Months
40.	Ground Floor Electrification work						
41.	First Floor Electrification work						
42.	Auditorium Hall Electrification work						
43.	ADP NO 1600 (LOCAL GOVERNMENT)REPAIR RECONSTRUCTION OF ELEMETERY PRY & SECONDRY SCHOOL IN KARACHI(2014-2015)PROGRAMME CDGK Boys/Girls No 66	Korangi			--do--	Rs:- 3000/-	06-Months
44.	ADP NO 1601 REPAIR CONSTRUCTION RENOVAL ELEMETERY PRY & SECONDRY LOCAL BODYLS SCHOOL KARACHI (2014-2015)PROGRAMME						
45.	GGPS No 1 & 4 CDGK GG/BPS No 36 Sector 4/C.	Korangi Korangi			--do--	Rs:- 3000/-	06-Months

ELIGIBILITY

4. METHOD OF PROCUREMENT:

Single Stage Single Envelope

5. BIDDING/TENDER DACTUMENTS

- i. **Issuance:** The tenders documents will be issued from the date of publication in News-Papers or hosting on the SPPRA Website up to 20.2.2017 upto 2.00-PM on payment of tender fee (Non-refundable mentioned against each work) in shape of Pay-Order in favour of Executive Engineer Education Works Division No:-III Karachi
- ii. **Submission:** Last date of submission of tender documents is 20.2.2016 up to 2.00-PM
- iii. **Opening:-** The tender documents will be open on Same Day date on 20.2.2017 at 3.00-PM in the presence of bidders or representative who authorized by the bidders.

IV. **Place/Address:-** The tenders will be issued and submitted and opened in the office of the undersigned at Plot No: JM/3/379 Igar Muradabadi Road New Town Karachi

V. **Un-responded tenders:-**

If the tenders are un-responded the tender documents will be issued from 21.2.2017 up to 2.00-PM and will be received as on 21.2.2017 upto 2.00-PM and opened on the same day/date at 3.00-PM, in the presence of bidders or representative who authorized by the bidders

6. **TERMS & CONDITIONS:-**

a) Under following conditions bid will be reject:

- i) Conditional and telegraphic bids/tender
- ii) Bids not accompanied by the bids security of required amount and form
- iii) Bids received after specified date and time.
- iv) Blacklisted firm

ELIGIBILITY

Valid Registration with Pakistan Engineering Council in relevant category in Electrical Works and discipline.

b) **Bid Validity Period (90-Days)**

c) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010

7. **RESPONSIVE BIDDERS IS REQUIRED TO SUBMIT FOLLOWING DOCUMENTS WITH BID**

- I) List of Similar assignments with cost (mention number of projects with their cost) under-taken over the past 3-years.
- II) Details of equipment's, machines(Electrical) and transport owned by firm/contractor
- III) Financial Statement (Summary) and Income tax return for the last 5-years
- IV) Affidavit that firm has never been black listed
- V) Affidavit that the firm has not been involved in any court case.
- VI) PEC Certificate for Clander Year 2016-2017
- VII) NTN Certificate
- VIII) Proof of Registration in the Sindh Re venue Board(SRB)
- IX) Proof of Registration in the Federal Board of Revenue(FBR)
- X) Submission of Sindh Govt Electric License of Electric Inspector .
- XI) Submission of Current Bank Statement/Bank Account Authorized Letter.
- XII) Submission of Diploma Certificate in Electric of Electrical Supervisor.

Forwarded with compliments to:

1. The Secretary, Information & Technology Department Government of Sindh, Karachi for favor of information along with software CD for Hoisting on Sindh Government Website (www.gos.sindh.pk.com).
2. The Superintending Engineer Education Works Department Government of Sindh Karachi for favor of his kind information.
3. The Director (A&F) Sindh Public Procurement Regulatory Authority, Karachi for favour of information.
4. The Director information Department, Government of Sindh, Karachi for information
5. The Executive Engineer, Education Works Division (All) Karachi for information and wide publicity.
6. The Assistant Engineer, (All) under this Division for information & wide publicity
7. Notice Board CB (Local) D.B. (Local)


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO-III
KARACHI



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi; date the 28-04-2015

NOTIFICATION

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

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

ToRs

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

- DR. FAZLULLAH PECHUHO -
SECRETARY TO GOVT. OF SINDH

SO(G) EDU/E&A/PRO-EW/14-15:

Karachi, date the 28th May, 2015

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

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



SINDH EDUCATION &
LITERACY DEPARTMENT



DEPUTY SECRETARY (GA) 28/05/15



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi, date the 28-04-2015

NOTIFICATION

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

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

ToRs

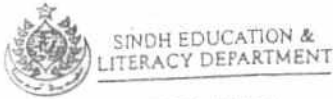
- To perform according to Rule – 31 of SPPRA, 2010;
- Perform any other function ancillary and incidental to the above.

SECRETARY EDUCATION
TO GOVT. OF SINDH
Karachi, date the 28th May, 2015

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

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

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



28/04/15
DEPUTY SECRETARY (GA)

**PROCUREMENT PLAN OF(ELCTRICAL WORKS) EDUCATION WORKS DIVISION NO;III GOVERNMENT OF SINDH
KARACHI FOR THE YEAR 2016-17**

S.NOS	FUND HEAD & SUB HEAD	NAME OF WORK			ALLOCATION FUNDS AND BREAKUP 2016-17	ITEMS TOBE EXCUTED	METHOD OF PROCURMENT	ANTICIPATED/ACTUAL DATE OF ADVERTISEMENT	ANTICIPATED/ACT DATE OF STAR
1.	ADP 146:	A Goth Bin Up-Grdation of Pry Schoool to Middle School in Sindh(460 Units)2007-08) Programme) At GGPS Mossa Goth Bin Qasim 2. GBPS Haji Shah Ali 3. GBPS Achar Sallar 4. GBPS Haji Gul Hussain 5 GBPS Mossa Goth 6 GBPS KTS 1 & 4 KORANGI			3.354 Million	Electrification Works	Single stage	Feb 2017	Aprial 2017
2.	ADP-149	Up-Grdation Pry to Middle school Malir (6 Units)2014-15 Programme 1.GBPS Khalifa Ali Mouhammad Jat 2.GBPS Allah Wali at Bin Qasim			1.376 Million	Electrification Work	---do---	² Feb 2017	Aprial 2017
3.	ADP 255	Up Gradation of MS to HS & Higer Second School In Sindh 1.GBMS Jam Kando 2.GBLSS Khoi Goth 3 .GGMS No 7 Korangi No 6 4.GMS B/G Bagh Korangi 5.GBMS Rehari Bakhtawer			4.038	Electrification work	---do---	Feb 2017	Aprial 2017
4	ADP-264	Reonstrucation/Renovation /Addition Mossing Facilities inExisting Second Pary School of Jamshed Town Landhi Korangi Kyc 17 Units (2012-13)Programme			1.990 Million	Electrification work	----do----	Feb 2017	Aprial 2017

		1.GGPS & GGPS Airport Malir Karachi 2.GBSS at Baldia S F Colony							
5.	ADP 265	Re-Construction Improvement & Addtl Of Class room & Addtl of XI XII Classes in Existing Second:School at Landhi Korangi 1.BGPS School GB & GGSS - D Korangi 2. GGP & GGSS No 31 Noor Manzil Landhi			1.580 Millions	Electrification work	-----do-----	Feb 2017	Aprial 2017
6.	ADP No 269	Re-Construction of Degerous Govt School UC-11/ 12 Landhi & UC-5 Korangi Landhi 1.CDGK/BGSchool No 26 Korangi 2.CDGK/B/G/School No 21/22 Korangi 3.CDGK/G/B/School23/24 NO 1 Korangi No 6 4.GBGP School No 62/63 Korangi No 4 UC-11 Landhi 5.GPS(CDGK 58/59)Landhi			4.899 Milions	Electrification Work	----do-----	Feb 2017	Aprial 2017
7	ADP No 270	Rehabilitaion Reconstruction of Exisitng Pry school Korangi (4 Units)(2014-2015)Programme 1.GGSS KTC No II Korangi Karachi 2.GGPS No 4 Korang 3 1/2			1.788 Millions	Electrification work	-----do-----	Feb 2017	Marach 2017
8.	ADP No	Rehabilitation of Existing HS			1.133 Millions	Electrification work	Double Stage--	Feb 2017	March 2017

	277	& Higer Second school (2015-2016)Programme At GGSS Idara-e-Shaqai Jacobline Karachi					---do-----		
9.	ADP NO 280	Re-Consturcation of Dagerious Elementery High school in/Higer Second School at Marie Coloco GBSS Jacobline Karachi			1.988 Millions	Electrification work	-----do-----	Feb 2017	Aprial 2017
10.	ADP- 406	Reammning work & Conversion of GBP Sharfi Goth into Community College Near Singer Chowrangi Landhi Kyc(2015- 2016 Programme			5.714 Million	Electrification work	----do-----	Feb 2017	Aprial 2017
11	ADP 461	Repair & Maintenance 4 Addoped School at Karachi (2015-2016)Programme at GBPS Madina Masjid(II)GGLSS Rana Academic at Jamshed Town Karachi			0.978-Million	Electrification work	----do-----	Feb 2017	Aprial 2017
12	ADP 467	School Improvement through adopted School intervision Division (Phase- II)(AASP) 1.GMPS Al Billal & GBPS Pak Jamhuria Kashmir Colony Jamshed Town 2. GGHSS Paf Cantt Bazar S F Colony Karachi			1.233 Millions	Electrification work	-----do-----	Feb 2017	Aprial 2017
13.	Local Govern ement 1600:	LOCAL GOVERNEMENT Repair/reconstrucation/ren ovation/Elementery Pry/& Second school in Karachi 1.CDGK/B/G/School No;25/26 Korangi 2.CDGK/B/G/school No66 Korangi			1.455 Millions	Electrification work	-----do-----	Feb 2017	Aprail 2017

		3.CDG/B/G/School No 23/24 Korangi							
14.	1601	1.GGPS No 1 & 4 Korangi 2.CDGK GG/BPS No 36 sector 4/C Korangi 3.CDGK APWA G/B Pry School F Area 16000 Rd Korangi 4. GBPS J-I Area Korangi			3.355 Millions	Electrification work	-----do-----	Feb 2017	Aprial 2017


 Executive Engineer
 Education Works Division-III
 Karachi.

①

SPPRA BIDDING DOCUMENT

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

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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

1. Name of Procuring Agency:- Office of the Executive Engineer EW III
2.
3. Name of Work: : GBPS Haji Shah Ali Landhi
4. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
5. Estimated Cost:- : Rs:-
6. Amount of Bid Security:- : 2% of Bid Price
7. Period of Bid Validity (Days) : 90-Days
8. Security Deposit : 10 (Ten) Percent
9. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
10. Deadline for Submission of Bids along with : 90 Days
11. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the
Undersigned
12. Time for completion from written order of
Commence : 3-Months (Three Month)
13. Deposit Receipt No: _____ Dated:- _____ and Amount: _____


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor


Executive Engineer/Procuring Agency

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG:)
 AT GBPS HAJI SHAH ALI LANDHI TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required (S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required (S.I.NO: P-15/125).	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044(6mm2) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	10	Nos	916.00	Each	9160.00
9	P/F circiut breaker 3.5,10,15,20 & 30 amps TP (XS-30Ns (NB)-on prepared board as required.(S.NO:P-31/205)	1	Nos.	5301.00	Each	5301.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required (S.NO P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00

Total Rs: 183491.00

Add: % above/below

G.Total

Contt: Part-B

CHECKED
 Divisional Draughtsman

S.NO.	ITEM OF WORK	QTY		RATE	UNIT	AMOUNT
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NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c:plastic board imprinted made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c:necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c:necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c:fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F distribution board 18" SWG double shuter for accommodate circuit breaker and busbar i/c painting with enameled paint as approved by Engineer/ Incharge	3.00	Sft		P. Sft Each	
9	P/F Panel board with heavy duty guage metal sheet D.S to accommodate circuit breaker bus bars etc.	2.00	Sft		P. Sft Each	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ choracale mixed with G.I rod with, nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/F L.E.D Tube light 18 watts (Light-emitting-Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

CHECKED
Divisional Districts

S.NO.	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
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14 P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2" 0x1-1/2 section and delivery 60" head in clouiding base plate & also making c.c 1:3:6 plate form required size & along with nuts & bolts complete in all respect as a approved by Engineer/ Incharge

1 Nos Each

15 P/F Electric Water Cooler metallic body 60 gallons National make or approved quality i/c filter etc complet.

1 Nos Each

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs

(CONTRACTOR OF SIGNATURE)


EXECUTIVE ENGINEER
EDUCATION WORK DIVISION-III
KARACHI

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

all about

Contractor

[Signature]
Executive Engineer/Procuring Agency

②

SPPRA BIDDING DOCUMENT

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

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.


(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

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

1. Name of Procuring Agency:- Office of the Executive Engineer EWD-III
2. Name Of Work GBSS ACHAR SALAR
3. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
4. Estimated Cost:- : Rs:-
5. Amount of Bid Security:- : 2% of Bid Price
6. Period of Bid Validity (Days) : 90-Days
7. Security Deposit : 10 (Ten) Percent
8. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
9. Deadline for Submission of Bids along with : 90 Days
10. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the
Undersigned
11. Time for completion from written order
Commence : 3-Months (Three Month)
12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG :)
 AT GBPS ACHAR JOKHIO GOTH BIN QASIM TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required. (S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/125.	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044 (mm2) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required	10	Nos	916.00	Each	9160.00
9	P/F circiut breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required (S.NO:P-31/205)	1	Nos	5301.00	Each	5301.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required (S NO P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00

Total Rs: 183491.00

Add: % above/below

G.Total

Contt: Part-B

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
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NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c:plastic board imprinted made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c:necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c:necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c:fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F distribution board 18" SWG double shuter for accommodate circuit breaker and busbar i/c painting with enamelled paint as approved by Engineer/ Incharge	3.00	Sft		P. Each	
9	P/F Pannel board with heavy duty guage metal sheet D.S to accommodate circuit breaker bus bars etc.	2.00	Sft		P. Each	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock each 12" depth or if water comes out i/c salt/ choracale mixed with G.I rod with, nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/F L.E.D Tube.light.18.watts (Light-emitting Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

RECEIVED
20/05/2020

S.NO.	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
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14 P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2" dia 1-1/2" section and delivery 60" head in cluding base plate & also making c.c 1:3:6 plate form required size & along with nuts & bolts complete in all respect as a approved by Engineer/ Incharge

1 Nos Each

15 P/F Electric Water Cooler matric body 60 gallons National make or approved quality, no filter etc complet

1 Nos Each

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs

CHECKED
 Divisional Engineer

(CONTRACTOR OF SIGNATURE)



EXECUTIVE ENGINEER
 EDUCATION WORK DIVISION-III
 KARACHI

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

attached

Contractor

[Signature]
Executive Engineer/Procuring Agency

(A) (3)

SPPRA BIDDING DOCUMENT

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

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

1. Name of Procuring Agency:- Office of the Executive Engineer EWD-III
2. Name Of Work GBPS HAJI GUL HUSSAN JAKHRIO
3. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
4. Estimated Cost:- : Rs:-
5. Amount of Bid Security:- : 2% of Bid Price
6. Period of Bid Validity (Days) : 90-Days
7. Security Deposit : 10 (Ten) Percent
8. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
9. Deadline for Submission of Bids along with : 90 Days
10. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the Undersigned
11. Time for completion from written order Commence : 3-Months (Three Month)
12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor


Executive Engineer/Procuring Agency

10

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG:)
AT GBPS GUL HASSAN KOTIRO BIN QASIM TOWN, KARACHI
(ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO.	ITEM OF WORK	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.LNO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/.029)PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.L.No: P-15/126).	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.LNO: P-15/125.	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044(6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circuit breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	10	Nos	916.00	Each	9160.00
9	P/F circuit breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required.(S.NO:P-31/205)	1	Nos.	5301.00	Each	5301.00
10	P/F circuit breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required.(S.NO:P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00

Total Rs: 183491.00

Add: % above/below

G.Total

Contt: Part-B

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
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NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c plastic board imported made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c:necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c:necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c:fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F distribution board 18" SWG double shuter for accommodate circuit breaker and busbar i/c painting with enemelled paint as approved by Engineer/ Incharge	3.00	Sft		P. Each	
9	P/F Parinel board with heavy duty guage metal sheet D.S to accommodate circuit breaker bus bars etc.	2.00	Sft		P. Each	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ choracale mixed with G I rod with, nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/E L.E.D Tube light 18.watts (Light-emitting Diode)- classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

CHESTER
DIVISION

S NO.	ITEM OF WORK	QTY		RATE	UNIT	AMOUNT
14	P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2" 0x1-1/2 section and delivery 60" head in clouing base plate & also making c.c 1:3:6 plate form required size & along with nuts & bolts complete in all respect as a approved by Engineer/ Incharge	1	Nos		Each	
15	P/F Electric Water Cooler metallic body 60 gallons National make or approved dual etc filter etc complet	1	Nos		Each	

CHECKED
Divisional Draughtsman

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs

(CONTRACTOR OF SIGNATURE)


 EXECUTIVE ENGINEER
 EDUCATION WORK DIVISION-III
 KARACHI

Summary of Bill of Quantities

Cost of Bid

Amount

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

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

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

all selection

Hu

Contractor

Executive Engineer/Procuring Agency

2

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

- | | |
|---|--|
| 1. Name of Procuring Agency:- | Office of the Executive Engineer EWD-III |
| 2. Name Of Work | GBPS MOSSA GOTH |
| 3. Procuring Agency Address:- | : 3/379 Jiger Muradabdi Road Karachi |
| 4. Estimated Cost:- | : Rs:- |
| 5. Amount of Bid Security:- | : 2% of Bid Price |
| 6. Period of Bid Validity (Days) | : 90-Days |
| 7. Security Deposit | : 10 (Ten) Percent |
| 8. Percentage, if any to be deducted from Bill | : 8% (Eight) Percent |
| 9. Deadline for Submission of Bids along with | : 90 Days |
| 10. Venue, Time and Date of Bid Opening | : 20.2.2016 at 2.30-PM in the Office of the
Undersigned |
| 11. Time for completion from written order
Commence | : 3-Months (Three Month) |
| 12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____ | |


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant



Executive Engineer/Procuring Agency

Contractor

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG:)
 AT GBPS MOOSA GOTH BIN QASIM TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO	ITEM OF WORK	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/0.29 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/0.29)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/0.29 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required (S.I.NO: P-15/125	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/0.36 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/0.44 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/0.44(6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circuit breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	10	Nos	916.00	Each	9160.00
9	P/F circuit breaker 3.5,10,15,20 & 30 amps TP (XS-30Ns (NB)-on-prepared-board-as required.(S.NO:P-31/205)	1	Nos.	5301.00	Each	5301.00
10	P/F circuit breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required (S NO P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals	79	Nos.	72.00	Each	5688.00

Total Rs: 183491.00

Add: % above/below

G.Total

Contt: Part-B

CHECKED
Divisional Engineer

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
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NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c:plastic board imported made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c:necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c:necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c:fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F Distribution board 18" SWG double shuter for accommodate circiut breaker and busbar i/c painting with enemelled paint as approved by Engineer/ Incharge	3.00	<i>Each</i> Sft		<i>Each</i> P.Sft	
9	P/F Pannel board with heavy duty guage metal sheet D.S to accommodate circiut breaker bus bars etc.	2.00	Sft		<i>Each</i> P.Sft	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ choracale mixed with G.I rod with, nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/F L.E.D.Tube.light 18.watts (Light emitting-Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

CHECKED
DIVISIONAL ENGINEER
MAD

S.NO.	ITEM OF WORK.	QTY	RATE	UNIT	AMOUNT
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14 P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2" 0x1-1/2 section and delivery 60" head in clouding base plate & also making c.c 1:3:6 plate form required size & along with nuts & bolts complete in all respect as approved by Engineer/ Incharge

1 Nos Each

15 P/F Electric Water Cooler matlic body 60 gallons National make or approved quality ic filter etc complet

1 Nos Each

CHECKED
 DIVISIONAL Draughtsman

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs

(CONTRACTOR OF SIGNATURE)


 EXECUTIVE ENGINEER
 EDUCATION WORK DIVISION-III
 KARACHI

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

all right

Contractor

[Signature]
Executive Engineer/Procuring Agency

5

SPPRA BIDDING DOCUMENT

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

5

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

1. Name of Procuring Agency:- Office of the Executive Engineer EWD-III
2. Name Of Work GGPS MOSSA GOTH
3. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
4. Estimated Cost:- : Rs:-
5. Amount of Bid Security:- : 2% of Bid Price
6. Period of Bid Validity (Days) : 90-Days
7. Security Deposit : 10 (Ten) Percent
8. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
9. Deadline for Submission of Bids along with : 90 Days
10. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the Undersigned
11. Time for completion from written order Commence : 3-Months (Three Month)
12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

- work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does **not** correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him **on** detailed rate analysis, and then only he shall allow him that rate after approval **from** higher authority.
- (D) The time for the completion of the work shall be **extended** in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust **the** rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond **the** 15% of initial contract amount, shall be subject of another contract to be **tendered** out if the works are separable from the original contract.

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant



Contractor

Executive Engineer/Procuring Agency

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG:)
 AT GGPS MOOSA GOTH BIN QASIM TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/125.	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044 (6mm2) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps , SP (TB-5S) on prepared board as required.	10	Nos	916.00	Each	9160.00
9	P/F circiut breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required.(S:NO:P-31/205)	1	Nos	5301.00	Each	5301.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required (S.NO:P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00
Total Rs:						183491.00
Add:		% above/below				
G.Total						

CHECKED
 Divisional Engineer

S.NO	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
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NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c plastic board imported made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F distribution board 18" SWG double shuter for accommodate circiut breaker and busbar i/c painting with enemelled paint as approved by Engineer/ Incharge	3.00	Sft		Each P.Sft	
9	P/F Pannel board with heavy duty guage metal sheet D.S to accommodate circiut breaker bus bars etc.	2.00	Sft		Each P.Sft	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ choracale mixed with G.I rod with, nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/E L.E.D.Tube light.18 watts (Light emitting Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

CHECKED
By: *[Signature]*
Date: *[Date]*

S.NO.	ITEM OF WORK.	QTY	RATE	UNIT	AMOUNT
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14 P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2" 0x1-1/2 section and delivery 60" head in clouding base plate & also making c.c 1:3:6 plate form required size & along with nuts & bolts complete in all respect as a approved by Engineer/ Incharge

1 Nos Each

15 P/F Electric Water Cooler matric body 60 gallons National make of approved quality w/c filter etc complet.

1 Nos Each

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs

CHECKED
 DIVISION III KARACHI

(CONTRACTOR OF SIGNATURE)



EXECUTIVE ENGINEER
 EDUCATION WORK DIVISION-III
 KARACHI

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Handwritten signature

Contractor

Executive Engineer/Procuring Agency

6

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

- | | |
|---|--|
| 1. Name of Procuring Agency:- | Office of the Executive Engineer EWD-III |
| 2. Name Of Work | GBPS KTS NO 1 & 4 |
| 3. Procuring Agency Address:- | : 3/379 Jiger Muradabdi Road Karachi |
| 4. Estimated Cost:- | : Rs:- |
| 5. Amount of Bid Security:- | : 2% of Bid Price |
| 6. Period of Bid Validity (Days) | : 90-Days |
| 7. Security Deposit | : 10 (Ten) Percent |
| 8. Percentage, if any to be deducted from Bill | : 8% (Eight) Percent |
| 9. Deadline for Submission of Bids along with | : 90 Days |
| 10. Venue, Time and Date of Bid Opening | : 20.2.2016 at 2.30-PM in the Office of the
Undersigned |
| 11. Time for completion from written order
Commence | : 3-Months (Three Month) |
| 12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____ | |


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor


Executive Engineer/Procuring Agency

5

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG.)
 AT GBPS KTS NO: 1 & 4 KORANGI TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO.	ITEM OF WORK	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126)	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/125.	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044(6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40.)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	10	Nos	916.00	Each	9160.00
9	P/F circiut breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required.(S.NO.P-31/205)	1	Nos.	5301.00	Each	5301.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required. (S.NO P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals	79	Nos.	72.00	Each	5688.00

Total Rs: 183491.00

Add: % above/below

G.Total

Contt: Part-B

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
NON-SCHEDULE ITEM. (PART-B)						
1	P/F flush type fancy type switch 10 Amps i/c plastic board imported made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F distribution board 18" SWG double shuter for accommodate circuit breaker and busbar i/c painting with enamelled paint as approved by Engineer/ Incharge	3.00	Sft		P. Each	
9	P/F Pannel board with heavy duty guage metal sheet D.S to accommodate circuit breaker bus bars etc.	2.00	Sft		P. Each	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ choracale mixed with G.I rod with nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/F L.E.D.Tube light 18.watts (Light-emitting-Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

CHECKED
 DATE: _____
 BY: _____

S.NO.	ITEM OF WORK.	QTY	RATE	UNIT	AMOUNT
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14	P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2.0x1-1/2 section and delivery 60" head in cluding base plate & also making c.c 1:3.6 plate form required size & along with nuts & bolts complete in all respect as a approved by Engineer/ Incharge	1		Nos	Each
15	P/F Electric Water Cooler, matic body 60 gallons National make of approved quality i/c filter etc complet.	1		Nos	Each

CHECKED
Divisional Draftsman

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs:

Say Rs

(CONTRACTOR OF SIGNATURE)



EXECUTIVE ENGINEER
 EDUCATION WORK DIVISION-III
 KARACHI

Summary of Bill of Quantities

Cost of Bid

Amount

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

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

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

Contractor

Executive Engineer/Procuring Agency

attached



SPPRA BIDDING DOCUMENT

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

(1)

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 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

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

a). **Name of Procuring Agency** EXECUTIVE ENGINEER EDUCATION WORKS DIVN II

b). **Brief Description of Works** GGPS 33 B Korangi

c). **Procuring Agency's address:-** 3/379 JIGER MURADABDI ROAD

(d). **Estimated Cost:-**

(e). **Amount of Bid Security:-** 2% OF Bid Security (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). **Period of Bid Validity (days):-** 90 Days (Not more than sixty days).

(g). **Security Deposit:-(including bid security):-** 10 %

(in % age of bid amount /estimated cost equal to 10%)

(h). **Percentage, if any, to be deducted from bills :-** 8%

(i). **Deadline for Submission of Bids along with time :-** 90 Days

(j). **Venue, Time, and Date of Bid Opening:-** 20,2,2016 3: PM

(k). **Time for Completion from written order of commence: -** 3 Months

(L). **Liquidity damages:-** NIL 0.05 of Estimated Cost or Bid per day of delay, but total not exceeding 10%).

(m). **Deposit Receipt No: Date: Amount:** (in words and figures)

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant



Executive Engineer/Procuring Agency

Contractor

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (460 UNITS) (2007-08 PROGG :)
 AT GGPS 33-B KORANGI TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 146)

SCHEDULE OF PRICE

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	12	Nos	985.00	Each	11820.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/125.	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	116.00	Mtr.	222.00	P.Mtr.	25752.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	21.00	Mtr.	252.00	P.Mtr.	5292.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	27.00	Mtr.	341.00	P.Mtr.	9207.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044(6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	15.00	Mtr.	613.00	P.Mtr.	9195.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	10	Nos	916.00	Each	9160.00
9	P/F circiut breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required.(S.NO:P-31/205)	1	Nos.	5301.00	Each	5301.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required.(S.NO:P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00

Total Rs: 183491.00

Add: % above/below

G.Total

Contt: Part-B

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
<u>NON-SCHEDULE ITEM. (PART-B)</u>						
1	P/F flush type fancy type switch 10 Amps i/c:plastic board imprted made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c:necessary connection.	12	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c:necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos		Each	
7	P/F Energy Saver superior quality i/c:fixing on existing holder etc complete as a approved y Engineer/Incharge.	8	Nos		Each	
8	P/F distribution board 18" SWG double shuter for accommodate circiut breaker and busbar i/c painting with enemelled paint as approved by Engineer/ Incharge	3.00	Sft		P.Sft	
9	P/F Pannel board with heavy duty guage metal sheet D.S to accommodate circiut breaker bus bars etc.	2.00	Sft		P.Sft	
10	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ choracale mixed with G.I rod with, nuts,bolts testing topping etc complete as approved .	1	Nos		Each	
11	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos		Each	
12	P/F L.E.D Tube light 18 watts (Light emitting Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos		Each	
13	P/F Search light 400 watts imported quality i/c fixing on wall with necessary connection etc complete.	4	Nos		Each	

S.NO.	ITEM OF WORK.	QTY	RATE	UNIT	AMOUNT
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14	P/F water pumping set 1 HP 2800 RPM single phase 220 volts 2".0x1-1/2 section and delivery 60" head in clouding base plate & also making c.c 1:3:6 plate form required size & along with nuts & bolts complete in all respect as a approved by Engineer/ Incharge	1	Nos	Each	
15	P/F Electric Water Cooler matlic body 60 gallons National make or approved quality i/c filter etc complet.	1	Nos	Each	

Total Part-B Rs: _____
Total Part-A Rs: _____

G.Total Rs: _____
Say Rs

(CONTRACTOR OF SIGNATURE)


EXECUTIVE ENGINEER
EDUCATION WORK DIVISION-III
KARACHI

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

relax

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Contractor

Executive Engineer/Procuring Agency

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SPPRA BIDDING DOCUMENT

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

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

1. Name of Procuring Agency:- Office of the Executive Engineer EW-III
2. Name of Work: : UPGRDATION PRY TO MIDDLE SCHOOL IN MALIR
At GBPS Khalifa Ali Mouhammad Jat
3. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
4. Estimated Cost:- : Rs:-
5. Amount of Bid Security:- : 2% of Bid Price
6. Period of Bid Validity (Days) : 90-Days
7. Security Deposit : 10 (Ten) Percent
8. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
9. Deadline for Submission of Bids along with : 90 Days
10. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the
Undersigned
11. Time for completion from written order of
Commence : 3-Months (Three Month)
12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant



Executive Engineer/Procuring Agency

Contractor

NAME OF WORK: UPGRADE OF PRIMARY TO MIDDLE SCHOOL IN SINDH (06 UNITS) (2014-15 PROGG:)
 AT GBPS KHALIFA ALI MUHAMMAD JAT BIN QASIM TOWN, KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 149)

SCHEDULE OF PRICE

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	10	Nos	985.00	Each	9850.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	98.00	Mtr.	222.00	P.Mtr.	21756.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	55.00	Mtr.	252.00	P.Mtr.	13860.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	20.00	Mtr.	341.00	P.Mtr.	6820.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044(6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	35.00	Mtr.	613.00	P.Mtr.	21455.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	12	Nos	916.00	Each	10992.00
9	P/F circiut breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns) (NB) on prepared board as required.(S.NO:P-31/205)	3	Nos.	5301.00	Each	15903.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required.(S.NO:P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00
12	P/F R.c.c foundation as per following specification & instructionb of EI for 40/50ft long hexagonal pole 18"x6" Excavation of soft/hard soil 4'x4'x6" making lean in the ratio of 1:4:8 length of Msbolts 9 1/2') 1"dia) 06 Nos & making thread on MS rod template 22"x22"x1/4" rings 1/4" dia round bar to the welded with MS rod RCC foundation ratio 1:2:4 with appropriate size (2.5'x2.5'x8.5')(SI No:140/P-19)	2	Nos.	27180.00	Each	54360.00

CHECKED

DATED 15/05/2014

S.NO	ITEM OF WORK.	QTY	RATE	Unit	AMOUNT
13	P/F of MS tubler pole as following specification: to be fixed on pre-cast foundation with the help of hydraulic crane & manual labour 20FT (6 dia) x 5.5FT (5" dia) x 5.5 ft (4" dia) = 31 ft. wall thickness 8SWG base plate 16"x18"x 3/4" hole 04 Nos stiffeners 4 Nos 9 1/2"x4 1/2"x 1/2" making window in the pole required size with LN key provision two coats rod oxide (02 coats) as rust preventive & of required oilpaint (02 coat) as per site requirement & instruction of EI (SI. No:132/P-16).	2 Nos.	36697.00	Each	73394.00
14	M/P and fixing GI double Arm double arch as per site requirement with the help of hydraulic crane, Instruction of EI with following specification GI pipe 2" dia 10 SWG 5' long 02 Nos MS clamps with nuts & bolts. (SI No:150/P-22)	2 Nos.	4406.00	Each	8812.00
15	P/F (Main or sub-main) PVC insulated & PVC sheeted with 3 core copper conductor 300/500 volts size 6mm ² .	30.00 Mtr	351.00	P.Mtr	10530.00
16	P/F of sheet light 250 watts (HRMY) having IP54 classification with 250 W, lamp, chowke, capacitor & Internal wiring complete in all respect at the height 31 ft as per site requirement and Structure of EI. (S.No:160/P-25)	2 Nos.	8455.00	Each	16910.00

Total Rs:

372406.00

Add: % ABOVE/BELOW

G.Total Rs:

NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c: plastic board imported made etc complete.	79 Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c: necessary connection.	10 Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c: necessary connection.	2 Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16 Nos		Each	
5	P/F fan dimmer fancy type imported.	16 Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc.	10 Nos		Each	
7	P/F Energy Saver superior quality i/c: fixing on existing holder etc complete as a approved y Engineer/Incharge.	10 Nos		Each	

CHECKED
Divisional Draftsman

S.NO.	ITEM OF WORK.	QTY		UNIT
8	P/F distribution board double shuter for accommodate circuit breaker and busbar i/c painting with enemelled paint as approved by Engineer / Incharge.	6.00	Sft. Each	P.Sft
9	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos	Each
10	P/F L.E.D Tube light 18 watts (Light emitting Diode) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos	Each
11	P/E Electric Water Cooler matlic body 60 gallons National make of approved quality i/c filter etc complet.	1	Nos	Each

CHECKED
DIVISION III

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs:

(CONTRACTOR SIGNATURE)


EXECUTIVE ENGINEER
EDUCATION WORK DIVISION-III
KARACHI

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

Executive Engineer/Procuring Agency

attach

Am

9

SPPRA BIDDING DOCUMENT

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

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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


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

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

BIDDING DATA

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

1. Name of Procuring Agency:- Office of the Executive Engineer **EN-III**
2. Name of Work: : UPGRDATION PRY TO MIDDLE SCHOOL IN MALIR
At GBPS Aallah Walli
3. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
4. Estimated Cost:- : Rs:-
5. Amount of Bid Security:- : 2% of Bid Price
6. Period of Bid Validity (Days) : 90-Days
7. Security Deposit : 10 (Ten) Percent
8. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
9. Deadline for Submission of Bids along with : 90 Days
10. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the
Undersigned
11. Time for completion from written order of
Commence : 3-Months (Three Month)
12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor


Executive Engineer/Procuring Agency

NAME OF WORK : -UP-GRADATION OF PRIMARY TO MIDDLE SCHOOL IN SINDH (06 UNITS) (2014-15 PROGG:)
 AT GBPS ALLAH WALI DISTRICT MALIR , KARACHI
 (ELECTRIFICATION WORK) (ADP NO: 149)
 SCHEDULE OF PRICE

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	79	Point	1130.00	P.P	89270.00
2	Wiring for plug point with 1/1.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	10	Nos	985.00	Each	9850.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	1	Nos	1764.00	Each	1764.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	98.00	Mtr.	222.00	P.Mtr.	21756.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	55.00	Mtr.	252.00	P.Mtr.	13860.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	20.00	Mtr.	341.00	P.Mtr.	6820.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044(6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No:P-6/40)	35.00	Mtr.	613.00	P.Mtr.	21455.00
8	P/F circiut breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	12	Nos	916.00	Each	10992.00
9	P/F circiut breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required.(S.NO:P-31/205)	3	Nos.	5301.00	Each	15903.00
10	P/F circiut breaker 15,2,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required.(S.NO:P-31/206)	2	Nos	5521.00	Each	11042.00
11	P/F Bakelite ceiling rose with two terminals.	79	Nos.	72.00	Each	5688.00
12	P/F R.c.c foundation as per following specification & instructionb of EI for 40/50ft long hexagonal pole 18"x6" Excavation of soft/hard soil 4'x4'x6" making lean in the ratio of 1:4:8 length of Msbolts 9 1/2') 1"dia) 06 Nos & making thread on MS rod template 22'x22'x1/4" rings 1/4" dia round bar to the welded with MS rod RCC foundation ratio 1:2:4 with appropriate size (2.5'x2.5'x8.5') (SI No:140/P-19)	2	Nos.	27180.00	Each	54360.00

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
13	P/F of MS tubler pole as following specification to be fixed on pre-cast foundation with the help of hydraulic crane & manual labour 20FT (6 dia) x5,5FT (5" dia) x 5.5 ft (4" dia) = 31 ft: wall thickness 8SWG base plate 18"x18"x 3/4" hole 04 Nos stiffeners 4 Nos 9 1/2"x4 1/2"x 1/2" making window in the pole required size with LN key provision two coats rod oxide (02 coats) as rust preventive & of required oilpaint (02 coat) as per site requirement & instruction of EI (SI. No:132/P-16).	2	Nos.	36697.00	Each	73394.00
14	M/P and fixing GI double Arm double arch as per site requirement with the help of hydraulic crane, Instruction of EI with following specification GI pipe 2" dia 10 SWG 5' long 02 Nos MS clamps with nuts & bolts.(SI No:150/P-22)	2	Nos.	4406.00	Each	8812.00
15	P/L (Main or sub-main) PVC insulated & PVC sheeted with 3 core copper conductor 300/500 volts size 6mm2.	30.00	Mtr	351.00	P.Mtr	10530.00
16	P/F of street light 250 watts (HRMY) having IP54 classification with 250 W, lamp, chowke, capacitor & Internal wiring complete in all respect at the height 31 ft as per site requirement and Structure of EI. (S.No:160/P-25)	2	Nos.	8455.00	Each	16910.00
				Total Rs:		372406.00
Add: % ABOVE/BELOW				G.Total Rs:		

NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c: plastic board imported made etc complete.	79	Nos		Each	
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c: necessary connection.	10	Nos		Each	
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c: necessary connection.	2	Nos		Each	
4	P/F ceiling FAN 56" Sweep imported make with necessary electric connection etc complete.	16	Nos		Each	
5	P/F fan dimmer fancy type imported .	16	Nos		Each	
6	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	10	Nos		Each	
7	P/F Energy Saver superior quality i/c: fixing on existing holder etc complete as a approved y Engineer/Incharge.	10	Nos		Each	

S.NO.	ITEM OF WORK.	QTY		UNIT
8	P/F distribution board double shuter for accommodate circiut breaker and busbar i/c painting with enemelled paint as approved by Engineer / Incharge.	6.00	Sft	P.Sft
9	S/F of fancy type L.E.D light 32 watts size (10x10) i/c glass base plate as required (imported)	22	Nos	Each
10	P/F L.E.D Tube light 18 watts (Light emitting Diod) classification with L.E.D driver complete plastic covered and base etc complete.	12	Nos	Each
11	P/F Electric Water Cooler matlic body 60 gallons National make or approved quality i/c filter etc complet.	1	Nos	Each

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs:

(CONTRACTOR SIGNATURE)

EXECUTIVE ENGINEER
EDUCATION WORK DIVISION-III
KARACHI

Summary of Bill of Quantities

Cost of Bid

Amount

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

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

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

Contractor

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Executive Engineer/Procuring Agency

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

(10)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

1. Name of Procuring Agency:- Office of the Executive Engineer, EW-41
2. Name of Work: : UPGRDATION MIDDLE HIGH & HIHER SECOND SCHOOL at GBMS mouhammad Khan Kamerani
3. Procuring Agency Address:- : 3/379 Jiger Muradabdi Road Karachi
4. Estimated Cost:- : Rs:-
5. Amount of Bid Security:- : 2% of Bid Price
6. Period of Bid Validity (Days) : 90-Days
7. Security Deposit : 10 (Ten) Percent
8. Percentage, if any to be deducted from Bill : 8% (Eight) Percent
9. Deadline for Submission of Bids along with : 90 Days
10. Venue, Time and Date of Bid Opening : 20.2.2016 at 2.30-PM in the Office of the Undersigned
11. Time for completion from written order of Commence : 3-Months (Three Month)
12. Deposit Receipt No: _____ Dated:- _____ and Amount: _____


EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION NO;III
KARACHI

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant



Contractor

Executive Engineer/Procuring Agency

NAME OF WORK : UP-GRADATION OF MIDDLE TO HIGH SCHOOL / HIGH TO HIGHER SEC: SCHOOL IN SINDH
 (230 UNITS) (2007-08 PROGG:) GBMS MOHAMMAD KHAN KESRANI BIN QASIM TOWN, KARACHI.
 (ELECTRIFICATION WORK) (ADP NO: 255)
 SCHEDULE OF PRICE

S.NO.	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	121	Point	1130.00	P.P	136730.00
2	Wiring for plug point with 1/1.13(3/.029)PVC inslated wire in 20 mm (3/4")PVC conduit recessed in the wall or column as required. (S.I.No: P-15/126).	22	Nos	985.00	Each	21670.00
3	Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4")PVC conduit recessed in the wall column as required.(S.I.NO: P-15/124).	2	Nos	1764.00	Each	3528.00
4	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	202.00	Mtr.	222.00	P.Mtr.	44844.00
5	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	52.00	Mtr.	252.00	P.Mtr.	13104.00
6	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	91.00	Mtr.	341.00	P.Mtr.	31031.00
7	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.044 (6mm ²) copper conductor in 1-1/2" dia PVC conduit recessed in the wall or column as required (S.No: P-6/42)	50.00	Mtr.	613.00	P.Mtr.	30650.00
8	Providing & Laying (Main or Sub-Main) PVC insulated with size 4-7/.064 (16mm ²) copper conductor in 1-1/2 dia PVC conduit recessed in the wall or column as required (S.No:P-6/42)	30.00	Mtr.	1213.00	P.Mtr.	36390.00
9	P/F circuit breaker 6,10,15,20,30,40,50 & 63 amps SP (TB-5S) on prepared board as required.	51	Nos	916.00	Each	46716.00
10	P/F circuit breaker 3,5,10,15,20 & 30 amps TP (XS-30Ns (NB) on prepared board as required.(S.NO:P-31/205)	6	Nos.	5301.00	Each	31806.00
11	P/F circuit breaker 15,20,30,40,50 & 60 amps TP (XS-100 CS (CB) on prepared board as required.(S.NO:P-31/206)	2	Nos	5521.00	Each	11042.00

CHECKED
 Divisional Draughtsman

QTY	UNIT	RATE	AMOUNT
121	Nos.	72.00	8712.00
Total Rs:			416223.00

Add: % ABOVE/BELOW

G.Total Rs:

NON-SCHEDULE ITEM. (PART-B)

1	P/F flush type fancy type switch 10 Amps i/c: plastic board imprted made etc complete.	121	Nos	Each
2	P/F flush type 2 pin plug socket 10 Amps with fancy type board and sheet i/c: necessary connection.	22	Nos	Each
3	P/F flush type 3 pin plug socket 5 Amps with fancy type board and sheet i/c: necessary connection.	4	Nos	Each
4	P/F ceiling FAN 56" Sweep imprted make with necessary electric connection etc complete.	32	Nos	Each
5	P/F fan dimmer fancy type imported .	32	Nos	Each
6	P/F Ceiling light / Cylender Light imprted make with metal base & double holder i/c necessary conection etc complete.	4	Nos	Each
7	P/F Wall light imported make with metal base & double holder i/c necessary connection etc .	8	Nos	Each
8	P/F Energy Saver superior quality i/c: fixing on existing holder etc complete as a approved y Engineer/Incharge.	12	Nos	Each
9	P/F distribution board double shuter for accomodate circuit breaker and busbar i/c painting with enemelled paint as approved by Engineer / Incharge.	6.00	Sft	Each P.Sft
10	P/F Pannel board with heavy duty guage metal sheet D.S electric connection as approved by Engineer/Incharge.	3.00	Sft	Each P.Sft
11	Providing and fixing earthing set size (1x1) copper plate i/c excavation of rock earth 12" depth or if water comes out i/c salt/ thoracale mixed with G.I rod with, nuts, bolts testing topping etc complete as approved by Engineer/Incharge.	1	No	Each
12	P/F L.E.D light 8" square / circle shop (09) watts in plastic cover fany type (china make).	26	Nos	Each

CHECKED
Divisional Engineer

	ITEM OF WORK.	QTY		RATE	UNIT	AMOUNT
13	P/F L.E.D Tube light 18 watts (Light emitting Diode) classification with L.E.D driver complete plastic covered and base etc complete.	8	Nos		Each	
14	P/F Electric Water Cooler matric body 60 gallons National make or approved quality i/c filter etc complet.	1	Nos		Each	
15	P/F water pumping set 01 HP 2800 RPM Single phase 240 volts 1" 0x1-1/2 section and delivery 40 head in clouding base plate along with nuts & bolts complete in all respect as approved by Engineer/ Incharge	1	No		Each	

CHECKED
Divisional Draughtsman

Total Part-B Rs: _____

Total Part-A Rs: _____

G.Total Rs: _____

Say Rs:

(CONTRACTOR SIGNATURE)


EXECUTIVE ENGINEER
EDUCATION WORK DIVISION-III
KARACHI

Summary of Bill of Quantities

Cost of Bid

Amount

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

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

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

Contractor

attached

Executive Engineer/Procuring Agency