#### BOARD OF INTERMEDIATE & SECONDARY EDUCATION LARKANA, SINDH

NO.BISE/DEV/LRK/ 0 g /2017



#### NOTICE INVITING TENDER

Board of Intermediate & Secondary Education Larkana invites sealed bids from eligible bidders/suppliers and companies for the procurement of the following works under BISE Larkana Budget 2016-17 as per single stage, one envelope procurement process for the financial year 2016-17 on emergent basis:

SR. NO.	TENDER REF.	PACKAGE DESCRIPTION	QUANTITY & SPECIFICATIONS	ESTIMATED COST	BID SUBMISSION DATE & TIME	BID OPENING DATE & TIME	VENUE FOR OPENING OF BIDS
1.		Development of Park Package-I & II	Reference Bidding Documents	Package-I & II 667,000	14-03-2017 at 10:00 AM	14-03-2017 at 10:30 AM	ary Office Larkana
2.		Construction Reception counter	Reference Bidding Documents	680,000	14-03-2017 at 11:00 AM	14-03-2017 at 11:30 AM	Secretary BISE, Lai

Bidding documents can be obtained on submission of a written application from 23-02-2017 up to 14-03-2017 at 10:00 AM upon payment of nonrefundable fee of Rs.500/- [Five Hundred only] through bank challan/ draft/pay order drawn in favor of the Secretary BISE, Larkana from the address given below from 9:00 am to 12:00 Noon after the publication of Notice Inviting Tender till closing thereof.

Bid should be submitted at the office of the Secretary BISE, Larkana, at the address mentioned below, on or before the last date and time of bid submission. Received bids shall be opened at the same address on the bid opening date and time as mentioned above.

Bid Security of 9% of the bid price must be accompanied by Financial Proposal in sealed envelope in form of Pay Order/Bank Draft from any scheduled Bank in favor of the Secretary BISE, Larkana.

Bids must be delivered to the address below on or before 14-03-2017 at 10:00 am. Bids will be opened in presence of bidders' representatives @ the office the Secretary BISE, Larkana who choose to attend from 10:30 am to 1:00 PM on the same day respectively.

Eligible: Valid registration with income tax, sales tax, Sindh Revenue Board and PEC in relevant categories.

#### Method of procurement (Single stage single envelop).

#### Bids will be rejected subject to following conditions:-

- i. Conditional and telegraphic bids/tenders.
- ii. Bids not accompanied by bid security of required amount and form.
- iii. Bids received after the specified date and time.
- iv. Bids of black listed firms.

The cost of the procurement in the object code civil work is within one million, hence this NIT is posted on SPPRA website: <a href="http://www.pprasindh.gov.pk">www.pprasindh.gov.pk</a> for wide publicity on electronic media as provided under rule No.17(1) of SPPRA-2010. No bids shall be entertained after the last bid submission date and time as mentioned above. The Tender Notice as well as bid document can also be downloaded from the SPPRA website. The Procuring Agency reserves the right to accept or reject any tender or to enhance the quantity subject to the relevant provisions of SPPRA Rules-2010 (Amended-2013).

All applicable Government Taxes shall apply.

Copy f.w.cs to:-

- 1. The Audit Officer, BISE Larkana.
- 2. The Assistant Secretary (B&A) BISE, Larkana.
- 3. PA to the Chairman, BISE Larkana.
- 4. Office File.
- pe k

GHULAM MURTAZA NOONARI ASSISTANT ENGINEER

HAFIZ SHAFIQUE REHMAN OFFICIATING SECRETARY

Dated: 21-Feb-2017

### BOARD OF INTERMEDIATE & SECONDARY EDUCATION LARKANA, (SINDH) NO.BISE/DEV/LRKJ-03/2017

DATED: @2-02-2017



In pursuance of rule 7&8 of SPPRA rules 2010 (Amended 2013) the Chairman BISE, Larkana in the capacity of Head of Department and Competent Authority do here by constitute Procurement Committee for Procurement of works / goods (civil nature ) Comprising of the following members and TORs:-

- 1. Hafiz Shafique Rehman Secretary, BISE, Larkana
- Mr. Muhammad Saleem shaikh 2. Assistant Engineer. Education Works Rato dero.
- 5. Mr. Ghulam Murtaza Noonari AEN BISE, Larkana

Convener

Member

Member / Secretary

The ToRs of the procurement committee will be as under:-

- (1)Preparing bidding documents.
- (2)Carrying out technical as well as financial evaluation of the bids
- (3)Preparing evaluation report as provided in rule .45
- (4)Making recommendation for the award of contract to the competent authority .
- (5)Perform any other function ancillary and incidental to the above.

HAFIZ SHAFIQUE REHMAN SOOMARO SECRETARY

Copy f.w.cs to:-

- 1. The Managing Director Sindh Public Procurement Regulatory Authority Service / General Administration & Coordination Department Govt: of Sindh Karachi.
- 2. The Deputy Secretary Boards and University CM House Karachi.
- 3. The Audit Officer BISE, Larkana.
- 4. The Members Concerned.
- 5. Office Copy.

AM MURTAZA NOONARI Assistant Engineer

#### BOARD OF INTERMEDIATE & SECONDARY EDUCATION LARKANA, SINDH NO.BISE/DEV/LRK/6-20/6 Dated: 8<sup>th</sup> March, 2016 NO.BISE/DEV/LRK/6-2016



#### CONSTITUION OF COMPLAINT REDRESSAL COMMITTEE (CRC)

Under the guidelines of SPPRA Rules No. 31 the Complaint Redressal Committee is being notified to examine the grievances raised by the aggrieved bidding firms for the Year 2015-2016. The CRC will be consisting of the following officers:-

> 1. Prof. Muhammad Daud Memon Chairman BISE Larkana.

Convenor

2. Mr. Imtiaz Hussan Solangi Executive Engineer, Cadet Larkana.

Member

Member

3. Syed Ashfaque Ali Shah Audit Officer, BISE Larkana.

The CRC shall perform their functions in the light and guidelines of SPPRA Rule No. 31.

#### PROF. MUHAMMAD DAUD MEMON CHAIRMAN

Copy f.w.cs to:-

- 1. The Members Concerned.
- 2. Office File.

SECRETARY

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# **BOARD OF INTERMEDIATE & SECONDARY EDUCATION LARKANA SINDH**

PROCUREMENT PLAN FOR THE YEAR 2016-17 UNDER THE RULE 11 & 12 SPPRA 2010 (AMENDED 2013)

SR. #	Fund Head & Sub Head	Description of Procurement	Quantity (Where application)	Estimated unit cost (Where application)	Estimated total cost (in million Rs.)	Estimated allocation (in million Rs.)	Funds allocation (in million Rs.)	Source of funds Non ADP)	Proposed procurement method	F	Timii Procur 201	emen	t	F	Timir Procure 2016-	emen	nt
			Quai	Esti co ap	ΞġΈ	alle	all	fe	d J	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
2	Major Head Examination	Examination Stationary		N/A	19.000	19.000	19.000	Board's funds	single stage two Envelops								4th
		Absentees Reports	400 Pads	N/A													
		Answer Scripts 28 pages	800000	N/A													
		Answer Scripts 16 Pages	400000	N/A													
		Award Sheets (Manual)	100 Pads	N/A													
		Award Sheet (Computerized)	70000	N/A													
		Computerized Examination Slips for HSC	50000	N/A													
		Computerized Examination Slips SSC	120000	N/A					-								
		Envelops (Large) 11"x15"	8500	N/A													
	Minor Head	Envelops (Medium) 11"x5"	7600	N/A													
	Printing of Answer Books/ Supplements/ Certificate	Envelops (Small)	19000	N/A													
iii.	/forms and stationery	Invigilator Reports	250 Pads	N/A													
	including Master Rolls/ Ink for Printing Purpose etc	Ledger Paper A-3 297x420mm 80 gram Double A (each box containing 5 Reams)	35 Boxes	N/A													
		Plastic Bags Blue for codification	70000	N/A													
		Signature Sheet	1000 Pads	N/A													
		Supplements for Practical	447500	N/A													
		Press Copy	50 Pads	N/A													
		Office Copy	50 Pads	N/A													
		Duplicating Paper 52/55 grams each ream containing 480 pages (Machine Test)	8000 Reams	N/A													

4 ix.	Major Head contingencies <u>Minor Héad</u> Maintenance of Generator	MAINTENANCE OF GENERATOR	N/A	0.400	0.400	0.400	Board's funds	on need basis			4th
4 xii.	Maintenance of Scherator Major Head contingencies Minor Head Liveries of Staff	LIVERIES FOR STAFF	N/A	0.500	0.500	0.500	Board's funds	single stage two Envelop			4th
5	Major Head Miscellaneous	PURCHASE OF STATIONERY ITEMS AND CONSUMABLE ARTICLES	N/A	0.300	0.300	0.300	Board's funds	single stage two Envelop			4th
v. 5	Major Head Miscellaneous	Different essential stationery items PRINTING OF SYLLABUS /					Board's	through			
vi.	Minor Head Printing of Syllabus / Calendar of the Board	CALENDAR OF THE BOARD	N/A	0.100	0.100	0.100	funds	quotations			4th
5	Major Head Miscellaneous	MAINTENANCE OF GARDENS Under following packages.			1						
viii.	Minor Head Maintenance of Gardens etc.	1. Package-I 2. Package-II 3. Package-III 4. Package-IV 5. Package-V 6. Package-VI	N/A	1.000	1.000	1.000	Board's funds	on need basis			4th
÷	<u>Major Head</u> Capital	CIVIL WORKS	N/A	40.000	40.000	40.000	Board's funds	single stage two Envelop			4th
· I.	Minor Head Construction of Board's Complex	Construction of remaining portion     f boundary wall.     Construction of Auditorium Hall.									
Α.	Construction of Board office building	3. Construction of Cafeteria. 4. Construction of Car Parking.									
в.	Construction of Mosque, Auditorium Hall, Compound Wall and Servant Quarters, external development etc of the Board's Complex Fees of Consultant of	<ol> <li>S. Pavement of paver blocks back side building.</li> <li>Earth filling remaining portion.</li> <li>Pavement of paver blocks from Mosque to Road.</li> <li>Construction of reception counter.</li> </ol>	N/A								
С.	Building.										

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# BOARD OF INTERMEDIATED & SECONDERY EDUCATION LARKANA



# **DEVELOPMENT OF PARK PACKAGE 02**

NAME OF CONTRACTOR

NAME OF WORK

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NIT SR: NO: \_\_\_\_\_Dated \_\_\_\_\_

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.

#### 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 given 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 effecting 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.

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (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 documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
- Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
- Fixed Price Contracts:- The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010(Amended 2013).
- 5. Conditional Officer:- 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 Schedule Rates shall be framed. Tenders which proposed 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.

(CONTRACTOR)

- 6. The works shall be measured by standard instructions according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
- Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders 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 documents. 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.

(CONTRACTOR)

SECRTEY BISE LARKANA

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### BIGGING DATA

#### NAME OF CONTRACTOR:-

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

A Name of Procuring Agency Brief Description of Work Board of intermediated &secondary Education Larkan Development of Lawn Package 02

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В	Procuring Agency Address	BISE Larakan
C	Estimated Cost	Rs:
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	5%
E F	Period of Bid Validity (days) Security Deposit:-	90 Days (Not more than Ninety Days)
	(in % age of bid amount / estimated cost equal to 10%)	Rs:
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 5% Security Deposit
ĉ	View Time of Data (Did One)	
J	Venue, Time and Date of Bid Opening Time for completion from written order of	Board of intermediated &secondary Education Larkan
J	commence	3 Months
К	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: Dated
		Amount Rs: of
Μ	D.R No:	No: Dated
		Rs:
Ν	Rate Quoted by Contractor	Part A
		Part B

(CONTRACTOR)

#### CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 incharge or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 / Assistant Engineer may terminate the contract if either of the following condition exist:-

- 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 Assistant Engineer, is not paid to the contractor within 30 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

(CONTRACTOR)

SECRTEY BISE LARKANA

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(CONTRACTOR)

SECRTEY BISE LARKANA

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C) In the event of any of the above courses being adopted by the Assistant Engineer / Procuring Agency the contractor shall have

- No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive 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 paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

**Caluse-6 Specification.** The contractor shall executer the whole and every par 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 Assistant Engineer, and initialed by the parties, the said specification being a part of contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Assistant 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 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.

(CONTRACTOR)

#### Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Assistant Engineer-In-Charge shall take or cause to be taken the requisite measurements for
 the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to
 measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement 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 times 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 contractor.

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.

(CONTRACTOR)

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 them 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.

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A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid dada, 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 direction to accept the same at such reduced rates as he may fix therefore.

(CONTRACTOR)

SECRTEY BISE LARKANA

#### Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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, bushwood grass, etc by fire the contractor shall take necessary measures to prevent such fire spreading to or other wise 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.

(CONTRACTOR)

SECRTEY BISE LARKANA

**Clause-15 Sub-contracting.** The contractor shall not subcontract the whole of the works, except where other wise 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 form 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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**Clause-16 Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Chairman ,Secretary 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 Secretary (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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

SECRTEY BISE LARKANA

10

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 month from the date on which the work is complete.

(CONTRACTOR)

ASSISTANT ENGINEER BISE LARKANA

> SECRTEY BISE LARKANA

### ESEIMENT

### Name of work Development of Park Package 02 @ BISE Larkana (265'X75')

Sr No	Qty	Description	Rate	Unit	Amount
1.	6201.00	Supplying and filling sand under floor and plunging in wall (S.I no 29 P/26)	1141.25	%ocft	70768.91
2.	6201.00	Extra lead 3.0 Miles	579.41	%ocft	35929.21
3.	19875.00	Leveling dressing making Lawn (S.I no 29 P/26)	181.50	%sft	36073.12
4.	19875.00	Turfing lawn (excluding cost of lawn). (S.I no 29 P/26)	27225	%sft	54705.93
5.	19875.00	Supplying Manure). (S.I no 44 P/104)	298.12	Cart	35550.81

Amount Total 2,33,027.98

% above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted

Total in words and figures.

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(CONTRACTOR)

SECRETARY BISE LARKANA

# BOARD OF INTERMEDIATED & SECONDERY EDUCATION LARKANA



# **DEVELOPMENT OF PARK PACKAGE 01**

NAME OF CONTRACTOR

NAME OF WORK

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NIT SR: NO: \_\_\_\_\_Dated \_\_\_\_\_

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.

#### 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 given 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 effecting 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.

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (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 documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
- Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
- Fixed Price Contracts:- The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010(Amended 2013).
- 5. Conditional Officer:- 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 Schedule Rates shall be framed. Tenders which proposed 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.

(CONTRACTOR)

- 6. The works shall be measured by standard instructions according to the rules.
- 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 bidders.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders 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 documents. 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.

(CONTRACTOR)

### BIGGING DATA

#### NAME OF CONTRACTOR:-

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

A Name of Procuring Agency Brief Description of Work Board of intermediated &secondary Education Larkan Development of Lawn Package 01

B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:-	BISE Larakan Rs:	
	(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	5%	
E F	Period of Bid Validity (days) Security Deposit:-	90 Days (Not more than Ni	nety Days)
	(in % age of bid amount / estimated cost equal to 10%)	Rs:	
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 5% Se	curity Deposit
l J	Venue, Time and Date of Bid Opening Time for completion from written order of	Board of intermediated &se	econdary Education Larkan
J	commence	3 Months	
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil	
L	Call Deposit Receipt	No: Da	ited
		Amount Rs:	_of
М	D.R No:	No: E	Dated
		Rs:	
Ν	Rate Quoted by Contractor	Part A	
		Part B	

(CONTRACTOR)

#### CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 incharge or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 / Assistant Engineer may terminate the contract if either of the following condition exist:-

- i) Contractor causes a breach of any clause of the contract
- 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 Assistant Engineer, is not paid to the contractor within 30 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

(CONTRACTOR)

SECRTEY BISE LARKANA

C) In the event of any of the above courses being adopted by the Assistant Engineer / Procuring Agency the contractor shall have

- No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive 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 paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

**Caluse-6 Specification.** The contractor shall executer the whole and every par 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 Assistant Engineer, and initialed by the parties, the said specification being a part of contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Assistant 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 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.

(CONTRACTOR)

SECRTEY BISE LARKANA

#### Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Assistant Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement 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 times 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 contractor. Construction Of Reception Counter

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.

(CONTRACTOR)

SECRTEY BISE LARKANA

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 them 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/ Project Director /Competent Authority of the board .

(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 dada, 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 direction to accept the same at such reduced rates as he may fix therefore.

(CONTRACTOR)

SECRTEY BISE LARKANA

#### Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 Engineer ,Concerned when such permit is given, and also in all cases when destroying, cutting or uprooting trees, bushwood grass, etc by fire the contractor shall take necessary measures to prevent such fire spreading to or other wise 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.

(CONTRACTOR)

SECRTEY BISE LARKANA

**Clause-15 Sub-contracting.** The contractor shall not subcontract the whole of the works, except where other wise 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 form 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 Chairman ,Secretary 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

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5

#### A) Mobilization Advance is not allowed.

#### B) Secured Advance against material brought at site.

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(CONTRACTOR)

SECRTEY BISE LARKANA

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(CONTRACTOR)

a)

ASSISTANT ENGINEER BISE LARKANA

# BILL OF QUANTITIES

### Name of work Development of Park Package 01 @ BISE Larkana

2

Sr No	Qty	Description	Rate	Unit	Amount
1.	9750.00	Supplying and filling sand under floor and plunging in wall (S.I no 29 P/26)	1141.25	%ocft	111271.00
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3.	32500.00	Leveling dressing making Lawn (S.I no 29 P/26)	181.50	%sft	58987.00
4.	32500.00	Turfing lawn (excluding cost of lawn). (S.I no 29 P/26)	27225	%sft	88481.00
5.	32,500	Supplying Manure). (S.I no 44 P/104)	298.12	Cart	58133.00

Amount Total 373364.00

Total in words and figures.

(CONTRACTOR)

# BOARD OF INTERMEDIATED & SECONDERY EDUCATION LARKANA



# **Construction of Reception Counter**

NAME OF CONTRACTOR

NAME OF WORK

NIT SR: NO: \_\_\_\_\_Dated \_\_\_\_\_

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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.

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- Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
- Fixed Price Contracts:- The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010(Amended 2013).
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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.

(CONTRACTOR)

- 6. The works shall be measured by standard instructions according to the rules.
- 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 bidders.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
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- C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

## BIGGING DATA

#### NAME OF CONTRACTOR:-

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

 A
 Name of Procuring Agency
 Board of intermediated & secondary Education Larkan

 Brief Description of Work
 Construction Of Reception Counter

B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:-	BISE Larakan Rs:
	(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	5%
E F	Period of Bid Validity (days) Security Deposit:-	90 Days (Not more than Ninety Days)
•	(in % age of bid amount / estimated cost equal to 10%)	Rs:
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 5% Security Deposit
ĩ	Venue, Time and Date of Bid Opening	Board of intermediated &secondary Education Larkan
J	Time for completion from written order of commence	3 Months
К	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: Dated
		Amount Rs: of
Μ	D.R No:	No: Dated
		Rs:
Ν	Rate Quoted by Contractor	Part A
		Part B

(CONTRACTOR)

#### CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 incharge or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 / Assistant Engineer may terminate the contract if either of the following condition exist:-

- 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 Assistant Engineer, is not paid to the contractor within 30 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

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C) In the event of any of the above courses being adopted by the Assistant Engineer / Procuring Agency the contractor shall have

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 assistant Engineer, in writing regarding the performance of such work and has not been paid.

#### Procuring Agency / Assistant 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 paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

**Caluse-6 Specification.** The contractor shall executer the whole and every par 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 Assistant Engineer, and initialed by the parties, the said specification being a part of contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Assistant 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 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.

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#### **Clause-7** Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Assistant Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement 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 times 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 contractor.

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.

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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 them 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 dada, 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 direction to accept the same at such reduced rates as he may fix therefore.

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#### Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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, bushwood grass, etc by fire the contractor shall take necessary measures to prevent such fire spreading to or other wise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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**Clause-15 Sub-contracting.** The contractor shall not subcontract the whole of the works, except where other wise 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 form 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 Chairman ,Secretary 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 Secretary (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 material 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 less than period more than three months (even if unutilized)

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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 month from the date on which the work is complete.

(CONTRACTOR)

ASSISTANT ENGINEER BISE LARKANA

### Name of work CONSTRUCTION OF RECPATION COUNTER

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### CIVIL WORK RATES BASE ON SCHEDULED OF CURRENT MARKET RATE INCULDING MONTH OF JAN 2017

Sr No	Qty	Description	Rate	Unit	Amount
1.	75.00	Provide and lay machine solid block/brick masonry of approved quality setting block in 1:4 cement mortar ,raked joints including curing ,surfacing reinforcing and anchors including ¼ " dia Bar where it joints RCC columns /Walls, hacking of surface for bonding where necessary, etc complete in all respect.		%ocft	
2.	122.0	Provide and applay1:4 cement plaster of minimum thickness as specified ,8" wide galvanized metal lathe of 18 SWG at the junctions of concrete and block masonry , conduit chases etc . Fixed with masonry nails and Gl sheet strip, rounded edges where required ,grooves where required, smooth finished in line , level plumb, curing, scaffolding, honking, / chipping of existing surface for bonding where necessary ,etc. complete in all respect 1/2" to 4/3" thick.		%ocft	
3	122.0	Providing and fixing of <sup>3</sup> / <sub>4</sub> " thick and 3' high low height partition with Formica form both sides and lapping form exposed sides etc.		%ocft	
4	4830.0	Wooden Cabinet Provide and install in position wooden office cabinet, consisting of deodar wood battens,3/4" thick chipboard shelf, partition and shutter with deodar wood lapping, tuff Formica finish on side of shutter with 3 coats of enamel paint to internal surface, including all hardware springs hinges, handles locks with wastage, etc. complete as drawing and instructions of the Architect. i. Wall hanging cabinet with light pellet 1' deep		Psft	
5	21.00	Glass Door Providing making and fixing angles using 12mm thick UAE make clear glass having 1 ½" x4" saver powered coated aluminum top and bottom rail, including approved best quality SS ¾" dia, rod and hardware flooring hinges, customs made SS clip, SS handle, door lock etc as approved by the Architect, complete as per details / drawings Door Ty7pe GDI 3'-0x7'-0 (Single) with frame as per drawing.		sft	

6	40.00	Aluco cladding, supply and installation of 4mm Aluminum composite cladding in curve shape design cutting panel making complete with sub structure as per drawing provided .				
7	160.00	Gyr she app sys ope incl for requ	psum ceiling Provide and install in position 9mm thick psum sheet (imported of the approved type) false ceiling, eet size 8;-0x4'-0 ((tapered edges), with Gl Farm work of proved section including all accessories, Gl hanging tem with Thermec fiber tap on joints, cutting out of ening s for all lights fixtures, linear grills and diffusers uding wooden / gypsum light pelmet and providing angle edged protection and support on ends where ever uired, etc complete as per drawing (Paid on asurement of surface visible)	sft		
8.		san mor ach 2"su ¼"t inclu surf	ling Provide and laying porcelain /ceramic tile of approved nple for flooring, in sloop if required with 1:4 cement sand rtar sand mortar base of required thickness so as to lieve a minimum overall finished floor thickness of etting the tiles with neat cement mortar, grouting the joints o wide using PVC space with approved Tile Grout, uding curing cleaning hacking /chapping of existing face for bonding where necessary, etc complete in all pect.			
	28	i	Porcelain Tile Polish finish.	sft		
	18	ii	4" skirting of porcelain tile finish.	rft		
	26	iii	Stone finish wall decorative tiles at Entrance /reception.	Psft		
	10	iv	Wall Decorate tiles at various Locations in interior	Psft		
9.	190	nati sec equ	ed Glazing Provide and install 1/2" thick clear glass with ural anodized aluminum farming 3"x1 1/2" x1.8mm thick tion of approved sample (Pakistan cables or approved ivalent) including PVC gasket seal sealant, etc complete respect.	Psft		
10	25	Gra qua edg	anite Top Provide and lay granite top of 1" approved ality and color with approved adhesive including rounded ges etc. with wastage complete as per instruction of hitect.	Psft		
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Amount Total\_\_\_\_\_

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