

**OFFICE OF THE EXECUTIVE ENGINEER, EDUCATION WORKS DIVISION @ TANDO ADAM ROAD NEAR
GYMKHANA TANDO ALLAHYAR.**

Phone # 022-2763018

NO:XEN(EWD)/TAY/T.C/G-55/ 520

Of 2017, TANDO ALLAHYAR. Dated- 04-05-2017

NOTICE INVITING TENDERS

Sealed bids on standard bidding documents are invited from all Intending persons/Firms/contractors for the following works under SPPRA Rules 2010 (amended 2013):

S.#.	Name of Scheme/Locations	Estimate Cost	Bid Security 5%	Bid Documents Fee (Rs.)	Time for Completion
ADP (PROVINCIAL)					
	ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME)				
1	GGHSS TANDO ALLAHYAR (REMAINING WORK)	0.992	0.050	500	02-Months
	GGHSS TANDO ALLAHYAR (W/S & S/F)	0.541	0.027	500	02-Months
2	GGHS SULTAN ABAD (REMAINING WORK)	0.998	0.050	500	02-Months

Bidding documents can be downloaded from SPPRA website or collected from the office of the undersigned situated at Tando Adam Road near Gymkhana Tando Allahyar on any working day during office hours from the date of appearance of NIT on print media and on SPPRA website on payment of tender fee shown against each work (Non-refundable).

- Bid Security should be in shape of Call Deposit of any scheduled Bank of Pakistan in favour of XEN Education Works Division Tando Allahyar to be submitted at the time of submission of bids
- Incomplete / conditional Bids and bid without accompanying Bid Security shall not be considered.
- The approved bids will be subject to stamp duty levied by the Government.

The last date for issuance of bidding documents is 22-05-2017 and last date for submission of Bids is 23-05-2017 upto 2.00 pm and bids will be opened on same day at 3.00 pm in presence of procurement committee and the bidders or their authorized representatives in the office of XEN Education Works Tando Allahyar. If some of the bids are not responded or bids rejected then the schedule will be as under.

1	Date of issuance of Tenders	24-05-2017 to 08-06-2017
2	Date of receiving back and opening of tenders (receiving upto 2.00 p.m. and opening @ 3:00 PM)	09-06-2017

The Procurement Authority reserves rights to reject all or any of the bids at any time prior to the acceptance of a bid, subject to the relevant provision of SPPRA Rules 2010 (amended 2013).

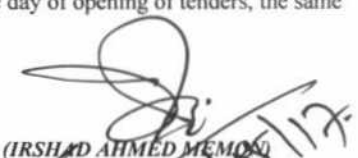
For further details please refer Bidding Documents.

8 Bidders qualification / Eligibility Criteria

- Registration with Pakistan Engineering Council in the relevant category CE-10 keeping in view the bid costs. No. PEC license required for the works costing upto Rs. 4.000 (M).
- Relevant experience of last three (03) years (list of works with copies of letter of award of work and completion certificates of equivalent cost of above.
- Annual turn - over not less than 10.000 (M)
- Valid registration with Federal Board of Revenue (FBR) for Income Tax (NTN)
- Valid registration with the Sindh Revenue Board (SRB)
- Full name, complete address, Telephone Number, Fax Number, E-mail & Organization of structure.
- Copy of CNIC of proprietor / partners (if any).
- Complete Bio Data of technical staff.
- Undertaking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or un necessary delay in completion of any work in the Government Department.
- Undertaking on stamp paper regarding Non Black listing of firm previously by Government, Semi Government, Autonomous Bodies as Executing Agency .
- Affidavit regarding list of partner / partnership deed with Director / Proprietor etc with complete information along-with Power of Attorney / Sole Proprietor.

In case the undersigned is out of head quarter or any member of procurement committee is absent on the day of opening of tenders, the same will be opened on the next working day.

This NIT can also be seen on SPPRA website www.sindh.gov.pk and www.pprasindh.gov.pk.


 (IRSHAD AHMED MEMON)
 EXECUTIVE ENGINEER
 EDUCATION WORKS DIVISION
 TANDO ALLAHYAR

BIDDERS QUALIFICATION / ELIGIBILITY CRITERIA

NIT No. :

XEN(EWD)/TAY/TC/G-55/520 dated: 04-05-2017

Method and procedure of Procurement:

Open Competitive Bidding (National / International)
Competitive Bidding) Single Stage - One Envelope


Description of work:

LIST ATTACHED.

Name of Bidder:

_____.

<i>S. No.</i>	<i>Eligibility / Qualification Criteria</i>	<i>Yes</i>	<i>No</i>
01.	Registration with Pakistan Engineering Council in the relevant category CE-10 keeping in view the bid costs. No. PEC license required for the works costing upto Rs. 4.000 (M).		
02.	Relevant experience of last three (03) years (list of works with copies of letter of award of work and completion certificates of equivalent cost of above.		
03	Annual turn - over not less than 10.000 (M)		
04	Valid registration with Federal Board of Revenue (FBR) for Income Tax (NTN)		
05	Valid registration with the Sindh Revenue Board (SRB)		
06	Full name, complete address, Telephone Number, Fax Number, E-mail & Organization of structure.		
07	Copy of CNIC of proprietor / partners (if any).		
08	Complete Bio Data of technical staff.		
09	Undertaking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or un necessary delay in completion of any work in the Government Department.		
10	Undertaking on stamp paper regarding Non Black listing of firm previously by Government, Semi Government, Autonomous Bodies as Executing Agency .		
11	Affidavit regarding list of partner / partnership deed with Director / Proprietor etc with complete information along-with Power of Attorney / Sole Proprietor.		
	<i>Qualified / Disqualified</i>		


(Irshad Ahmed Memon)
Executive Engineer
Education Works Division
Tando Allahyar

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION TANDO ALLAHYAR

ANNUAL PROCUREMENT PLAN 2016-17

S. NO	Description of Procurement	Quantity where applicable	Estimated Unit Cost where applicable (in Million)	Funds Allocation (in Million)	Source of Funds ADP / Non ADP	Timing of Procurement				Remarks
						1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	2	3	4	5	6	7	8	9	10	11
ANNUAL DEVELOPMENT PROGRAMME (PROVINCIAL)										
1	ADP NO. 275 / 158 ESTABLISHMENT OF PUBLIC SCHOOL IN SINDH @ BILAWAL BHUTTO ZARDARI PUBLIC SCHOOL TANDO ALLAHYAR (BALANCE WORK)		10.000	14.000	ADP			✓		
	ADP NO. 159 / 252 UP GRADATION OF MIDDLE SCHOOL TO HIGH SCHOOL IN SINDH (2008-09 PROGRAMME) (04 UNITS)			6.000	ADP		✓			
2	GMS NASEER KHAN LAGHARI (R. W) Chamber		6.150							
3	GMS USMAN SHAH JI HURI (EXT: DEV :) Jhando Mari		1.980							
4	GMS MAIN SINDHI (R.W) T.A YAR		5.400							
	ADP NO. 255 UP GRADATION OF MIDDLE SCHOOL TO HIGH SCHOOL & HIGH TO HIGHER SECONDARY SCHOOL (2007-08 PROGRAMME) (05 UNITS)			6.000	ADP		✓			
5	GBMS QAZI NOOR MUHAMMAD (R.W) Jhando Mari		4.400							
6	GBHS BUKERA SHARIF (BALANCE WORK) T.A YAR		8.200							
	ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) (09 UNITS)			16.000	ADP					
7	GGHS MISSAN WADI TALUKA JHANDO MARI Jhando Mari		1.500				✓			
8	GBHS NASARPUR (R.W) T.A YAR		6.800				✓			
9	G(P)HS TANDO ALLAHYAR (BALANCE WORK) T.A YAR		2.918							✓
10	GGHSS TANDO ALLAHYAR (REMAINING WORK) T.A YAR		1.000							✓
11	GGHSS TANDO ALLAHYAR (W/S & S/F) T.A YAR		0.541							✓
12	GGHS SULTAN ABAD (REMAINING WORK) T.A YAR		1.000							✓
13	ADP NO. 275 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH DISTRICT TANDO ALLAHYAR (2015-16 PROGRAMME) @ GB(P)HS TANDO ALLAHYAR	T.A YAR	38.000	20.000	ADP		✓			
14	ADP NO. 275 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH DISTRICT TANDO ALLAHYAR (2015-16 PROGRAMME) @ GB(P)HS TANDO ALLAHYAR (E.I)	T.A YAR	2.000		ADP		✓			

S. NO	Description of Procurement	Quantity where applicable	Estimated Unit Cost where applicable (in Million)	Funds Allocation (in Million)	Source of Funds ADP / Non ADP	Timing of Procurement				Remarks
						1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	2	3	4	5	6	7	8	9	10	11
15	ADP NO. 447 CONSTRUCTION OF RESIDENCE FOR STAFF OF EDUCATIONAL INSTITUTIONAL AT VILLAGE MUHAMMAD SADIQ MEMON DISTRICT TANDO ALLAHYAR	Jhando Mari	40.000	11.142	ADP			✓		
16	ADP NO. 447 CONSTRUCTION OF RESIDENCE FOR STAFF OF EDUCATIONAL INSTITUTIONAL AT VILLAGE MUHAMMAD SADIQ MEMON DISTRICT TANDO ALLAHYAR (E.I)		2.000							
	ADP NO. 165 REHABILITATION, IMPROVEMENT / RENOVATION & MISSING FACILITIES IN EXISTING PRIMARY / ELEMENTARY SCHOOLS IN DISTRICT TANDO ALLAHYAR (06 UNITS)			5.000	ADP			✓		
17	GBPS Saleh Halepoto		1.950					✓		
18	GBPS Mitho Khan Junejo		1.700					✓		
19	GBLSS Allah Bux Jarwar		4.100					✓		
20	GBPS Tando Soomro		3.275					✓		
21	GBPS Baqa Dahri		4.150					✓		
22	GBPS Muhammad Essa Baloch		3.700					✓		
	PROVINCIAL ADP NO. 194 CONSTRUCTION OF BUILDING FOR SHELTERLESS PRIMARY SCHOOL IN DISTRICT TANDO ALLAHYAR. (2016-17 PROGRAMME) (04 UNITS)			5.000	ADP					
23	GPS Mevo Khan Lashari		4.500					✓		
24	GPS Ibrahim Mari		4.500					✓		
25	GPS Mir Muhammad Hingoro		4.500					✓		
26	GPS Abdullah Khaskheli		4.500					✓		
	ADP NO. 311 REHABILITATION, IMPROVEMENT / RENOVATION & MISSING FACILITIES IN EXISTING SECONDARY / HIGHER SECONDARY SCHOOLS IN DISTRICT TANDO ALLAHYAR (03 UNITS)			5.000						
27	GGHS Nasarpur		11.387					✓		
28	GGHS Bahar Khan Mirjat		0.775					✓		
29	GGHS Missan Wadi		5.800					✓		

S. NO	Description of Procurement			Quantity where applicable	Estimated Unit Cost where applicable (in Million)	Funds Allocation (in Million)	Source of Funds ADP / Non ADP	Timing of Procurement				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	2			3	4	5	6	7	8	9	10	11
1	GGHSS TANDO ALLAHYAR		T.A.Yar		1.900					✓		through re-appropriation. Hence included in Procurement Plan
2	GBHSS CHAMBER XI-XII CLASS		Chamber		1.500					✓		
3	GBHSS BAHAR KHAN MIRJAT		Jhando Mari		1.100					✓		
MAINTENANCE & REPAIR OF HIGH / SECONDARY SCHOOLS IN DISTRICT TANDO ALLAHYAR												
1	GBHS BUKERA SHARIF		T.A.Yar		2.000					✓		
2	GBHS DHINGANO BOZDAR		T.A.Yar		1.800					✓		
3	GBHS SULTAN ABAD		T.A.Yar		1.000					✓		
4	GGHS SULTAN ABAD		T.A.Yar		1.500					✓		
5	GBHS CHAMBER		Chamber		1.500					✓		
6	GBHS SANJER CHANG		Chamber		1.600					✓		
7	GBHSS MUHAMMAD SADIQUE MEMON		Jhando Mari		1.500					✓		
8	GGHS SHAHPUR RIZVI		T.A.Yar		1.100					✓		
MAINTENANCE & REPAIR OF MIDDLE / ELEMENTARY SCHOOLS IN DISTRICT TANDO ALLAHYAR												
1	GBLSS KAMARO SHARIF		T.A.Yar		1.500					✓		
2	GBLSS LITTLE FARRIES		T.A.Yar		1.000					✓		
3	GBLSS MASOO BOZDAR		Chamber		0.900					✓		
4	GBLSS RAWAT LEGHARI		Chamber		0.750					✓		
5	GBLSS HAJI LAKHA DINO KORI		Jhando Mari		1.250					✓		
6	GGLSS MUHAMMAD SADIQUE MEMON		Jhando Mari		0.600					✓		
MAINTENANCE & REPAIR OF MIDDLE / ELEMENTARY SCHOOLS IN DISTRICT TANDO ALLAHYAR												
1	GGPS MAIN SINDHI T.A.YAR		T.A.Yar		0.850					✓		
2	GGPS UNER PARA T.A.YAR		T.A.Yar		0.600					✓		
3	GBPS MEMON MOHLA NASARPUR		T.A.Yar		0.700					✓		
4	GGPS BAHAR KHAN MIRJAT (MASQUE)		T.A.Yar		0.650					✓		
5	GGPS MAIN SINDHI CHAMBER		Chamber		0.500					✓		
6	GBPS ALTAF ALI SHAH		Chamber		0.600					✓		
7	GBPS LAL MUHAMAD MUKRANI		Jhando Mari		0.500					✓		
8	GBPS DIN MUHAMMAD KATHIO		Jhando Mari		0.600					✓		

(Irshad Ahmed Mirjan)
Executive Engineer
Education Works Division
Tando Allahyar



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 -

NO.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 (E&A)



NOTIFICATION

NO.SO(G) EDU/EA/L/FRO-EW(CRCY)4-15: In pursuance of Rule - 31 of S.P.F.R.A. (Public Procurement Rules, 2010) a Departmental Complaint Redressal Committee consisting of following Officers constituted as under to resolve complaints of aggrieved bidders:-

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

Tasks

- To perform according to Rule - 31 of S.P.F.R.A., 2010;
- Perform any other function ancillary and incidental to the above.

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

NO.SO(G) EDU/EA/L/FRO-EW(CRCY)4-15:

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



SINDH EDUCATION &
LITERACY DEPARTMENT



DEPUTY SECRETARY (G.A.)

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

***(FOR CONTRACTS AMOUNTING BETWEEN
RS. 0.100 MILLION TO RS.2.500 MILLION))***

**OFFICE OF THE EXECUTIVE ENGINEER EDUCATION
WORKS DIVISION TANDO ALLAHYAR**

Issued to Mr. /Ms. _____

Vide DR No. _____ dated _____

Charged Rs. _____

*Executive Engineer
Education Works Division
Tando Allahyar*

Bidding Documents and Condition of Contract issued for the work ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGSS TANDO ALLAHYAR (REMAINING WORK)

I/We hereby submit bid for the execution, for the Executive Engineer Education Works Division Tando Allahyar (hereinbefore) and hereinafter referred to as "Procuring Agency" of the work specified in the under written memorandum within the time specified in each Memorandum at

Part-A _____ % above / below,
Part-B _____ % above /below
 the estimated / schedule rates entered in the Schedule 'B' & **Part-C** _____
 % above / below (Memorandum showing items of work) to be carried out and in accordance in all respect with the specification, design, drawing referred to Conditions of the Contract mentioned in Bidding Documents.

MEMORANDUM

A)	General Description:	GGSS Tando Allahyar (R.W)
B)	Estimated Cost:	Rs. 992,000/-
C)	Bid Security	Rs. 5%
D)	Retention Money :	Rs. 3%
E)	Income Tax,	Rs. 7.5%
	to be deducted from bills:	
F)	Time allowed for completion of the work is (02) Months.	

*Executive Engineer
Education Works Division
Tando Allahyar*

CONTRACTOR'S UNDERTAKING

I/We offered the above rates after taking into consideration all the terms and conditions mentioned in Bidding Documents to fill up, and complete the Printed Bidding Document forms so as to complete the Agreement. In case of failure the Procuring Agency will be at liberty to take action against me/us as per Condition of Contract. I /we have enclosed a Call Deposit No. _____ dated _____ Amount _____

Bank _____.

	<i>(Member)</i>	<i>(Member)</i>	<i>(Chairman)</i>
<i>Contractor</i>	<i>Assistant Engineer</i>	<i>Assistant Engineer</i>	<i>Executive Engineer</i>
	<i>Education Works Sub-Division</i>	<i>Public Health Engineering</i>	<i>Education Works Division</i>
	<i>Tando Allahyar</i>	<i>Tando Allahyar</i>	<i>Tando Allahyar</i>

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.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

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.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

BIDDING DATA

- (a). Name of Procuring Agency: Executive Engineer Education Works Division Tando Allahyar
- (b). Brief Description of Works ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHSS TANDO ALLAHYAR (REMAINING WORK)
- (c). Procuring Agency's address:- Tando Adam Road Near Gymkhana Tando Allahyar
- (d) Estimated Cost:- 992,000/-
- (d). Amount of Bid Security:- 50,000/- (5% of cost)
- (e). Period of Bid Validity:- 60 Days
- (f). Security Deposit:- (including bid security)- 5%
- (g). Percentage, if any, to be deducted I. Tax from bills: - 7.5%
- (h). Deadline for Submission of Bids along with time: - 23-05-2017 upto 2:00 PM
- (i). Venue, Time, and Date of Bid Opening: - Office of the Executive Engineer Education Works Division Tando Allahyar Tando Adam Road Near Gymkhana Tando Allahyar dated 23-05-2017 at 3:00 PM
- (k). Time for Completion from written order of commence: - 02 Months
- (L). Liquidity damages:- 0.05% of Estimated Bid cost per day of delay, but total not exceeding 10%.
- (m). Deposit Receipt No: _____ Date: _____ Amount: _____
Call Deposit No. _____ Date: _____ Bank _____

[Contractor]

Executive Engineer
Education Works Division
Tando Allahyar

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

- (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.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

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

[Contractor]

*Executive Engineer
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Tando Allahyar*

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.

[Contractor]

***Executive Engineer
Education Works Division
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- (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 therefor.

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.

[Contractor]

Executive Engineer
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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.

[Contractor]

*Executive Engineer
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Tando Allahyar*

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 Accounts Officer
Education Works Division
Tando Allahyar**

[Contractor]

**Executive Engineer
Education Works Division
Tando Allahyar**

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
Total Bid Price (In words).		

Contractor	(Member) Assistant Engineer Education Works Sub-Division Tando Allahyar	(Member) Assistant Engineer Public Health Engineering Tando Allahyar	(Chairman) Executive Engineer Education Works Division Tando Allahyar
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SCHEDULE OF PRICES

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit Rate(Rs)</i>	<i>Total Amount (Rs)</i>
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II. Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.				

Contractor

(Member)
Assistant Engineer
Education Works Sub-Division
Tando Allahyar

(Member)
Assistant Engineer
Public Health Engineering
Tando Allahyar

(Chairman)
Executive Engineer
Education Works Division
Tando Allahyar

SCHEDULE B.

NAME OF WORK:-ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHSS TANDO ALLAHYAR TALUKA & DISTRICT TANDO ALLAHYAR (BALANCE WORK)

No.	Description	Measurement	Quantity	Rate	Unit	Amount
1	Pacca brick work First Floor in cement sand mortar 1:6.(S.I.NO:5(e) / P-21).		113	12785.28	%Cft	14383
2	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately . this rate also i/c all kinds pf moulds lifting shuttering curing rendering and finishing the exposed surface i/c screening and washing of shingle a R.C work in foor slabs , beams columns rafts lintels and other structural members la in stue or precaste liad in position all respect (I) Ratio 1:2:4(S.I.NO:6 (a) /P-16)		62	337.00	P.Cft	20993
3	Fabrication of Mild steel reinforcement for cement concrete i/c cutting bending binding laying in position making joints & fastening i/c the cost of binding wire also i/c removal of rust from bars.(S.I.NO:7a/P-17)		27.32	5001.70	P.Cwt	136646
4	Dump proof course with cement sand ratio mixed with dampo (S. I. No. 69 (b) Page 106)		35	2401.58	%Sft	841
5	Vertical dump proof course of 3/4" thick cement plaster 1 : 2 with bitumen at (20 Lbs per %Sft. (S. I. No. 70, Page 106)		102	2760.99	%Sft	2816
6	2" Stucco cement plater 1:2:4 cement sand and shingle (S. I. No. 8 Page 51)		126	4178.02	%Sft	5264
7	Cement Concrete plain i/c placing compacting finshing and curring complete (including screeing & washing at stone aggregate with out shuttering.(S.I.No:5 (H) /P-16) 1:3:6		69	12595.00	%Sft	8653
8	Laying Floor of coloured glazed tiles 1/4 thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 .(S.I.NO.25/P.43)		404	27747.06	%Sft	112139
9	White glazed tiles 1/4" thick in dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick i/c finishing (S.I.NO:37/P-45)		923	28253.61	%Sft	260894
10	First class deodar wood with wrought joinery in doors & wind: etc fixed in position i/c chokats hold fasts hinges iron tower bolts chocks cleats, handless and cords with hooks etc,deodar paneled & glazed or fully glazed (b)1 3/4" thick .(shatters only).(S.I.NO:54/P-65).		122	902.93	P.Sft	109706
<i>Contractor</i>						<i>Executive Engineer Education Works Division Tando Allahyar</i>

11	Two coat of bitumen laid hot using 34 Lbs for % Sft over roof and blinded with sand at one Cft Per % Sft (S.I NO 13 /P/34)	665	1887.40	% Sft	12548
12	White Washing three coat . (S.I.NO:26©/P-54)	601	829.95	%CFT	4989
13	Primary Coat of Chalk distemper.(S.I.NO:23 /P-54)	1212	442.75	%CFT	5367
14	Distembering Three Coat (S.I.NO:24b/P-54)	1212	1079.65	%CFT	13088
15	Preparing the surface and painting with Wheather coat i/c rubbing the surface with rubbing brick / sand paper, filling the voids with chalk / plaster of paris and than panting with wheather coat approved make. S.I No. 38 (a) P 55)	854	2567.95	%SFT	21940
16	Painting new surface Preparing surface and painting door and windows any type (including edges) (S.I NO 5 (C)(ii)/P70)	243	2116.41	%CFT	5143
17	Providing & fixing 3/8" thick marble tiles of approved quality & colour & shade size 8"x4" or 6"x4" in dado skirting & facing removal tucking of existing plaster surface etc: over 1/2" thick base of cement mortar 1:3 setting of tiles of white cement i/c filling the joints and washing the tiles with white cement slurry cleaning & polishing etc: (S.I.NO:68/P-49)	45	186.04	P.Sft	8372
18	Supply & Fixing false ceiling plaster of paris in pannels i/c making frame work of deodar wood i/c painting with soligia paint (S.I.NO:52/P-63)	448	25293.42	%Sft	113315
G.Total				Rs	857,098
19	P/F verona marble 12"x12"x3/4" fine dressed without winding set in white cement laid over 3/4"thick bed of 1:2 ratio grey cement slurry jointing and washing the tiles and pigment to match the colour of tiles grinding rubbing polishing complete i/c cutting the tiles in proper profile.(R.A Approved)	99		P.Sft	
G.Total				Rs	
<i>Contractor</i>				<i>Executive Engineer Education Works Division Tando Allahyar</i>	

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the _____ day of _____ 201 _____ between *Executive Engineer Education Works Division Tando Allahyar* (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the —Contractor) of the other part.

WHEREAS the Executive Engineer Education Works Division Tando Allahyar is desirous that certain Works, viz _____

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Executive Engineer Education Works Division Tando Allahyar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executive Engineer Education Works Division Tando Allahyar to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Executive Engineer Education Works Division Tando Allahyar hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

***(FOR CONTRACTS AMOUNTING BETWEEN
RS. 0.100 MILLION TO RS.2.500 MILLION)***

**OFFICE OF THE EXECUTIVE ENGINEER EDUCATION
WORKS DIVISION TANDO ALLAHYAR**

Issued to Mr. /Ms. _____

Vide DR No. _____ dated _____

Charged Rs. _____

*Executive Engineer
Education Works Division
Tando Allahyar*

Bidding Documents and Condition of Contract issued for the work ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHSS TANDO ALLAHYAR (W/S & S/F)

I/We hereby submit bid for the execution, for the Executive Engineer Education Works Division Tando Allahyar (hereinbefore) and hereinafter referred to as "Procuring Agency" of the work specified in the under written memorandum within the time specified in each Memorandum at
Part-A _____ % above / below,
Part-B _____ % above /below
 the estimated / schedule rates entered in the Schedule 'B' & **Part-C** _____
 % above / below (Memorandum showing items of work) to be carried out and in accordance in all respect with the specification, design, drawing referred to Conditions of the Contract mentioned in Bidding Documents.

MEMORANDUM

A)	General Description:	GGHSS Tando Allahyar (W/S & S/F)
B)	Estimated Cost:	Rs. 541,000/-
C)	Bid Security	Rs. 5%
D)	Retention Money :	Rs. 3%
E)	Income Tax,	Rs. 7.5%
	to be deducted from bills:	
F)	Time allowed for completion of the work is (02) Months.	

*Executive Engineer
Education Works Division
Tando Allahyar*

CONTRACTOR'S UNDERTAKING

I/We offered the above rates after taking into consideration all the terms and conditions mentioned in Bidding Documents to fill up, and complete the Printed Bidding Document forms so as to complete the Agreement. In case of failure the Procuring Agency will be at liberty to take action against me/us as per Condition of Contract. I /we have enclosed a Call Deposit No. _____ dated _____ Amount _____

Bank _____.

	<i>(Member)</i>	<i>(Member)</i>	<i>(Chairman)</i>
<i>Contractor</i>	<i>Assistant Engineer</i>	<i>Assistant Engineer</i>	<i>Executive Engineer</i>
	<i>Education Works Sub-Division</i>	<i>Public Health Engineering</i>	<i>Education Works Division</i>
	<i>Tando Allahyar</i>	<i>Tando Allahyar</i>	<i>Tando Allahyar</i>

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.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

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.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

BIDDING DATA

- (a). Name of Procuring Agency: Executive Engineer Education Works Division Tando Allahyar
- (b). Brief Description of Works ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHSS TANDO ALLAHYAR (W/S & S/F)
- (c). Procuring Agency's address:- Tando Adam Road Near Gymkhana Tando Allahyar
- (d). Estimated Cost:- 541,000/-
- (d). Amount of Bid Security:- 27,000/- (5% of cost)
- (e). Period of Bid Validity:- 60 Days
- (f). Security Deposit:- (including bid security)- 5%
- (g). Percentage, if any, to be deducted I. Tax from bills: - 7.5%
- (h). Deadline for Submission of Bids along with time: - 23-05-2017 upto 2:00 PM
- (i). Venue, Time, and Date of Bid Opening: - Office of the Executive Engineer Education Works Division Tando Allahyar Tando Adam Road Near Gymkhana Tando Allahyar dated 23-05-2017 at 3:00 PM
- (k). Time for Completion from written order of commence: - 02 Months
- (L). Liquidity damages:- 0.05% of Estimated Bid cost per day of delay, but total not exceeding 10%.
- (m). Deposit Receipt No: _____ Date: _____ Amount: _____
Call Deposit No. _____ Date: _____ Bank _____

[Contractor]

Executive Engineer
Education Works Division
Tando Allahyar

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

- (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.

[Contractor]

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Education Works Division
Tando Allahyar*

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

[Contractor]

*Executive Engineer
Education Works Division
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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.

[Contractor]

***Executive Engineer
Education Works Division
Tando Allahyar***

- (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.

[Contractor]

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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.

[Contractor]

*Executive Engineer
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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 Accounts Officer
Education Works Division
Tando Allahyar**

[Contractor]

**Executive Engineer
Education Works Division
Tando Allahyar**

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
Total Bid Price (In words).		

Contractor	(Member) Assistant Engineer Education Works Sub-Division Tando Allahyar	(Member) Assistant Engineer Public Health Engineering Tando Allahyar	(Chairman) Executive Engineer Education Works Division Tando Allahyar
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SCHEDULE OF PRICES

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit Rate(Rs)</i>	<i>Total Amount (Rs)</i>
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II. Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.				

Contractor

(Member)
Assistant Engineer
Education Works Sub-Division
Tando Allahyar

(Member)
Assistant Engineer
Public Health Engineering
Tando Allahyar

(Chairman)
Executive Engineer
Education Works Division
Tando Allahyar

SCHEDULE B. (W/S & S/F)

NAME OF WORK:-ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHSS TANDO ALLAHYAR TALUKA & DISTRICT TANDO ALLAHYAR (BALANCE WORK)

S.#	Item	Qty	Rate	Unit	Total
1	Providing & Fixing squatting type white glazed earthen ware w.c pan with front flush inletr & complete with including the cost of flushing cistern with internal fitting and flush pipe with band and making requisite number of holes in walls plinth & floor for pipe connection and making good in cement concrete 1:2:4 (foreign equivalent) (ii) with 4" dia white glazed earthen were trap and plastic thumble. (S.I.No-2(ii)/P-1)	4	5772.80	Each	23,091
2	Providing & Fixing 24" x 18" Lavatory Basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6 inches built into wall. Painted white in two coats after a primary coat of a red leed paint a pair of ½" dia rubber plug & chrome plated brass chain 1-1/4" dia malleable iron or brass unions and making requisite number of holes in walls ,plinth and floor for pipe connection and making good in cement concrete 1:2:4 (foreign equivalent) (S.I.No-10/P-3)	6	4928.00	Each	29,568
3	Add extra for labour for providing & fixing of earthenware pedestal white of coloured glazed. (foreign or equivalent) (S.I.N-11/P-3)	6	2533.47	Each	15,201
4	Providing R.C.C pipe with collars class (B) and digging the trenches to required depth and fixing in position including cutting fitting and jointing with maxphalt composition and cement mortar.1:1 and testing with water pressure jto head of 4 feet a above the top of the heghest pipe & refilling with excavated staff.) (S.I.No-2(b)/P-23)				
i)	4" Dia	30	146.57	Each	4,397
ii)	9" Dia	150	250.6	Each	37,590
5	Providing G.I pipe specials, and clamps etc, including fixing cutting complete with and i/c cost of breaking through wall and roof making good etc painting two cots after cleaning the etc with white Zink Paint with pigment to mach the colours of the building and testing with water to a pressure head of 200 feet and handing (S.I.No-1/P-12)				
i	1/2"	80	73.21	P.Rft	5,857
ii	3/4 Dia	500	95.79	P.Rft	47,895
iii	1" Dia	400	128.55	P.Rft	51,420
6	Providing & Fixing 4" dia C.I soil and vent pipe including cutting and fitting and extra painting to match the colour of the building.(S.I.No-1/P-9)	30	333.29	P.Rft	9,999
7	Providing & Fixing 4"dia C.I terminal guard including extra painting to match the colour of the building (S.I.NO:11/P-10)	10	389.70	Each	3,897
8	Providing & Fixing 4"dia 4" dia C.I branch of the required degree with access door rubber washer 3/8" thick and bolts and nuts and extra painting to match the colour of the building.(S.I.NO:3/P-9)	12	702	Each	8,424
9	Providing & Fixing M.S clamps of the approved design to 4" C.I pipe sockets including the cutting and making good to wall M/S bolt & Nut 4"into wall including pipe distance extra painting to match the colour of the building (S.I.NO:2/P-9)	10	72.16	Each	722
10	Providing & Fixing handle valves.(China) (S.I.NO:5/P-17)				
i	3/4" Dia	10	271.92	Each	2,719
ii	1" Dia	3	365.42	Each	1,096

11	Supplying & Fixing long bib cock of superior quality with C.P head ½" dia. (S.I.NO:13(a)/P-19)	14	1109.46	Each	15,532
12	Boring for tube well in all water bearing soils from ground level up to 100 feet's or 30.50 mm depth sinking and with drawing of casing pipe. (S.I.NO 1aP#41) (Public Health Schedule Rate)	150	160	P.Rft	24,000
13	Supplying & Fixing Canceled stop cock of superior quality with C.P head ½" dia. (S.I.NO:11(a)/P-18)	14	478.28	Each	6,696
14	Supplying & Fixing swan type pillar cock of superior quality with C.P head ½ dia (S.I.NO 16(a)P/19)	6	795	Each	4,770
15	Connection of manhole or inspection or the required chamber for the required dia of circular screw and 3"-6" (1067 mm) depth walls B.B in cement mortar 1:3 ½" thick inside of wall and 1" (25mm) thick over bending and channel i/c fixing C.I manhole cover with frame of clear opening 1-1/2" x12" (457/457mm) of 1.75 cwt 28.9 kg embedded in plain C.C 1:2:4 (S.I.NO:1P-46)	5	14748	Each	73,740
16	P/F Steel sinks stainless local make complete with cast iron or wrought iron brackets 6 inches built in wall 1-1/2 cp brass waste with 1-1/2 PVC waste pipe & making requisite number of holes in wall & plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Steel sink stainless sized 36" x 18" local make (standard pattern) (S. I. No. 19 (b) Page 6)	1	5162.3	Each	5,162
17	Providing & Fixing 24 x 18 beveled edge mirror of Belgium glass complete with 1/8" thick hard board and C.P screws fixed to wooden pleat (a) Standard Pattern) (S. I. No. 4 (a) P/07)	1	1711.60	Each	1712
18	Providing Chambers (9" x 6") (inside dimension) x 24" deep for house meters, with 6" thick C.C 1:3:6 cast in situ walls 6" thick C.C 1:4:8 in foundation 1/2" thick cement plaster 1:3 to all inside wall surface & top 1" thick C.C 1:2:4 flooring complete with hinged cast iron cover & frame 9" x 6" (inside) clear opening (wt: 1 Qr) etc fixe in C.C. 1:2:4 i/c curing, excavation back filling & disposal of surplus earth etc complete. (S.I.NO: 1/P-20)	10	2582.47	Each	25825
19	Supplying & Fixing fiber glass tank of approved quality and wall thickness as specified including the cost of nuts bolts and fixing in platform of cement concrete 1:3:6 and making connection for en-let and out-let over flow pipe etc complete (S.I.NO:3(C) /P-21)500 Gallons wall thickness 3.5 mm	1	37505.42	Each	37505
20	P/F 6" x 2" or 6" x 3" C.I floor trap of the approved self cleaning design with a C.I screwed down grating with or without a vent arm complete with & i/c making requisite number of holes in walls plinth & floor for pipe connections & making good cement concrete 1:2:4 (S. I. No. 20 / P No. 6	16	2024.43	Each	32,391
TOTAL (A)				RS	469,209
(B) NON SCHEDULE					
1	P/F water pumping set ½ H.P 2800 RPM single phase 220 volts 1"x1" section and delivery 40 ft. head i/c base plaster and also making C.C 1:3:6 plateform of required size and foxing with nuts .	1		Each	
TOTAL (A+B)				RS	

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the _____ day of _____ 201 _____ between *Executive Engineer Education Works Division Tando Allahyar* (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the —Contractor) of the other part.

WHEREAS the Executive Engineer Education Works Division Tando Allahyar is desirous that certain Works, viz _____

_____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Executive Engineer Education Works Division Tando Allahyar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executive Engineer Education Works Division Tando Allahyar to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Executive Engineer Education Works Division Tando Allahyar hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

Issued to Mr. /Ms. _____

Vide DR No. _____ dated _____

Charged Rs. _____

*Executive Engineer
Education Works Division
Tando Allahyar*

Bidding Documents and Condition of Contract issued for the work ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHS SULTAN ABAD (REMAINING WORK)

I/We hereby submit bid for the execution, for the Executive Engineer Education Works Division Tando Allahyar (hereinbefore) and hereinafter referred to as "Procuring Agency" of the work specified in the under written memorandum within the time specified in each Memorandum at

Part-A _____ % above / below,

Part-B _____ % above /below

the estimated / schedule rates entered in the Schedule 'B' & **Part-C** _____ % above / below (Memorandum showing items of work) to be carried out and in accordance in all respect with the specification, design, drawing referred to Conditions of the Contract mentioned in Bidding Documents.

MEMORANDUM

A)	General Description:	GGHS SULTAN ABAD (REMAINING WORK)
B)	Estimated Cost:	Rs. 998,000/-
C)	Bid Security	Rs. 5%
D)	Retention Money :	Rs. 3%
E)	Income Tax,	Rs. 7.5%
	to be deducted from bills:	
F)	Time allowed for completion of the work is (02) Months.	

*Executive Engineer
Education Works Division
Tando Allahyar*

CONTRACTOR'S UNDERTAKING

I/We offered the above rates after taking into consideration all the terms and conditions mentioned in Bidding Documents to fill up, and complete the Printed Bidding Document forms so as to complete the Agreement. In case of failure the Procuring Agency will be at liberty to take action against me/us as per Condition of Contract. I /we have enclosed a Call Deposit No. _____ dated _____ Amount _____

Bank _____

	<i>(Member)</i>	<i>(Member)</i>	<i>(Chairman)</i>
<i>Contractor</i>	<i>Assistant Engineer</i>	<i>Assistant Engineer</i>	<i>Executive Engineer</i>
	<i>Education Works Sub-Division</i>	<i>Public Health Engineering</i>	<i>Education Works Division</i>
	<i>Tando Allahyar</i>	<i>Tando Allahyar</i>	<i>Tando Allahyar</i>

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.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

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.

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BIDDING DATA

- (a). Name of Procuring Agency: Executive Engineer Education Works Division Tando Allahyar
- (b). Brief Description of Works ADP NO. 257 REHABILITATION OF EXISTING HIGH / HIGHER SECONDARY SCHOOL IN SINDH (2008-09 PROGRAMME) @ GGHS SULTAN ABAD (REMAINING WORK)
- (c). Procuring Agency's address:- Tando Adam Road Near Gymkhana Tando Allahyar
- (d) Estimated Cost:- 998,000/-
- (d). Amount of Bid Security:- 50,000/- (5% of cost)
- (e). Period of Bid Validity:- 60 Days
- (f). Security Deposit:- (including bid security)- 5%
- (g). Percentage, if any, to be deducted I. Tax from bills: - 7.5%
- (h). Deadline for Submission of Bids along with time: - 23-05-2017 upto 2:00 PM
- (i). Venue, Time, and Date of Bid Opening: - Office of the Executive Engineer Education Works Division Tando Allahyar Tando Adam Road Near Gymkhana Tando Allahyar dated 23-05-2017 at 3:00 PM
- (k). Time for Completion from written order of commence: - 02 Months
- (L). Liquidity damages:- 0.05% of Estimated Bid cost per day of delay, but total not exceeding 10%.
- (m). Deposit Receipt No: _____ Date: _____ Amount: _____
Call Deposit No. _____ Date: _____ Bank _____

[Contractor]

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CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

[Contractor]

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- (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.

[Contractor]

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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

[Contractor]

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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.

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- (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.

[Contractor]

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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.

[Contractor]

*Executive Engineer
Education Works Division
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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 Accounts Officer
Education Works Division
Tando Allahyar**

[Contractor]

**Executive Engineer
Education Works Division
Tando Allahyar**

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
Total Bid Price (In words).		

Contracor *(Member)*
Assistant Engineer
Education Works Sub-Division
Tando Allahyar

(Member)
Assistant Engineer
Public Health Engineering
Tando Allahyar

(Chairman)
Executive Engineer
Education Works Division
Tando Allahyar

SCHEDULE OF PRICES

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit Rate(Rs)</i>	<i>Total Amount (Rs)</i>
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II. Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.				

Contractor

(Member)
Assistant Engineer
Education Works Sub-Division
Tando Allahyar

(Member)
Assistant Engineer
Public Health Engineering
Tando Allahyar

(Chairman)
Executive Engineer
Education Works Division
Tando Allahyar

16	Painting new surface painting Door & Window any type two coat (S.I NO 5(C)/ P/70)	432.0	2116.41	%Sft	9143
17	Two coat of bitumen lai hot using 34 lbs for % sft over roof and blinded with sand at one Cft per % sft .(S.I NO 16/ P/35)	709.0	1887.40	%Sft	13382
18	Primary Coat of Chalk under distempering	2441	442.75	%CFT	10808
19	Distempering (Three Coat) (S.I.NO:24 (C) P-54)	2441	1079.65	%CFT	26354
20	Reinforced Cement Concrete spout i/c fixing in position of 2-1/2 x 6 x 5 (S.I.NO:14 P-17)	5	261.25	Each	1306
	G.Total			Rs	860,564

Contractor

Executive Engineer
Education Works Division
Tando Allahyar

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the _____ day of _____ 201 _____ between *Executive Engineer Education Works Division Tando Allahyar* (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the —Contractor) of the other part.

WHEREAS the Executive Engineer Education Works Division Tando Allahyar is desirous that certain Works, viz _____

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Executive Engineer Education Works Division Tando Allahyar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executive Engineer Education Works Division Tando Allahyar to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Executive Engineer Education Works Division Tando Allahyar hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

[Contractor]

*Executive Engineer
Education Works Division
Tando Allahyar*