# OFFICE OF THE EXECUTIVE ENGINEER, EDUCATION WORKS DIVISION, DISTRICT SHAHEED BENAZIR ABAD @ KHOJA GARDEN NAWABSHAH

Telephone No. 0244-9370161,

E-Mail ewdsba@gmail.com

NO. XEN/EWD/TC/G-55/

SBA

DATED /3-.07.2017

#### NOTICE INVITING TENDERS

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

#### CONDITIONS

- 01. The blank tender forms will be issued on receipt of applications on schedule as given below. In case of holiday or Authority is out of head quarter the submission shall be on next working day upto 12:00 Noon and will be opened at 1:00 P.M on same day.
- 02. All the interested Persons/Suppliers/Companies/Firms are required to submit the earnest money for amount shown against each work in the shape of Call Deposit/Pay Order from the Scheduled Bank in the name of undersigned at the time of submitting the tenders.
- 03. All the interested Persons/Suppliers/Companies/Firms shall not be allowed to withdraw his/their bid/bids or ask for return of bid security during the bid validity period, otherwise bid security shall be forfeited.
- 04. Tender forms/documents can be had from this office situated at Khoja Garden Nawabshah on payment of the cost of tender fee shown against each work in cash (Non-refundable) or can be downloaded from the authority website and tender fee will be paid in office through hand cash.
- 05. The Competent Authority may reject all or any tender at any time prior to the acceptance of tender/bid subject to the relevant provision of SPPRA Rules.
- 06. Conditional Tenders will not be entertained.
- 07. Contractor must be registered with "Federal Board of Revenue" as well as with "Sindh Revenue Board (SRB)" in (i) Income Tax & (ii) Sales Tax and must provide valid copy of certificate & taxes will be deducted from their bills if applicable.
- 08. Undertaking on stamp paper that firm is not involved in any kind of litigation, departmental rift, abandoned or unnecessary delay in completion of any work in the Govt. and as well as in private organizations".

09. At-least turnover of three years and experience in relevant field.

- Pakistan Engineering Council Registration is requires for the works exceeding the estimate cost of Rs. 4.00 Million.
- 11. For Electrical Works valid license issued from Inspectorate of Electrical Mirpurkhas Region.

12. Bidding documents can also be downloaded from Sindh PPRA, Govt. of Sindh, Website.

13. The bid security 5% (Five percent) in the shape of call deposit/pay order issued from any schedule bank of Pakistan in favour of the undersigned shall be submitted at the time of submission of bidding documents.

S.No.	Place, Date & Time Blank Tender F		Place, Date & time of Opening Sealed Tenders
01	Blank tender forms will be is applications from Office of Engineer, Education Works Benazir Abad situated at Nawabshah from the date of in newspapers upto 08.08.2 hours and will be received by on 09.08.2017 upto 12:00 N	of the Executive Division Shaheed Khoja Garden f floating tenders 2017 during office ack in same office	Sealed Tenders will be Opened in the presence of Procurement Committee, Bidders or their authorized agents who may intend to present at Office Of the Executive Engineer, Education Works Division, Shaheed Benazir Abad, situated at Khoja Garden Nawabshah On 09.08.2017 at 1:00 P.m.

Note: - In case of un-responded works the next date of issue, received back and opening of tenders shall be 28.08.2017 and 29.08.2017 respectively.

Other Terms & Conditions will remain same.

Executive Engineer Education Works Division Shaheed Benazirabad

#### Copy f.w.cs to:-

- The Director (Advt:) Public Relation Department, Govt. Of Sindh, Secretariat Block No. 96 Karachi, for Publication in three leading newspapers only viz, one Sindhi, one Urdu and one English in respective languages instead of English language only as required under Rule 17(2) of SPPRA 2010.
- 2. The Secretary to Government of Sindh, Education & Literacy Department, Karachi.
- The Director (A&F), Govt. Of Sindh, Sindh Public Procurement Regulatory Authority, Planning & Development Department, Karachi
- 4. The Deputy Commissioner. Shaheed Benazir Abad
- 5. The Chief Engineer Education Works Sukkur Region.

6. The Superintending Engineer, Education Works Circle, Shaheed Benazirabad for information.

- The Assistant Engineer, Education Works Sub-Division Nawabshah/Sakrand/Qazi Ahmed and Assistant Engineer, Education Electrical Works Sub-Division Shaheed Benazirabad Region for information, wide publicity.
- 8. Copy to Head Clerk/Draftsman/Notice Board.

Executive Engineer Education Works Division Shaheed Benazirabad

NO. 265 DATES 14-07-2017 SPERA INVACIO DIAL

		NOTICE INV	ITING TENI	DERS			
NO.	XEN/EWD/TC/G-55/	06		Dat	ed <i>13</i>	-07-201	ל
Sr#	Name of t	vork	Taluka	Cost in Million	Earnest Money (5%)	Tender fee	Time for comp: in Months
	M&R Programm Maintenance & Re	V NOT THE PROPERTY OF THE PROPERTY OF					
	PRIMA	RY					
	ELECTRIC V	VORKS					
1	Package-1 GBPS Main Sindhi N Choudhry Barkat Ali, GBPS Pat	0		0.225	11250	750	02
2	Package-2 GBPS Nawab Bhutt Hussain, GBPS Behdaur Khan 2			0.160	8000	500	02
3	Package-3 GBPS Dur Muhamm Jamali, GBPS Lal Muhammad E	100		0.195	9750	500	02
4	Package-4 GBPS Allah Dino De Jamali.	epar, GGPS Soomar Khan		0.175	8750	500	02
5	Package-5 GBPS Pir Paryal Sh Chandio, GBPS Allah Bux Chan			0.255	12750	750	02
6	Package-6 GBPS Piaro Chandi	o, GBPS Nawab Bhatii.		0.145	7250	500	02
7	Package-7 GBPS Din Muhamm Unar, GGPs Kot Behadurabad, GBPS Qasim Rahu			0.385	19250	750	02 -
	ELEMENT	ARY					
8	Package-8 GBELS Attur Khan Ali Shah, GBELS Muhammad A	1 2		0.275	13750	750	02
9	Package-9 GGMS Aminabad, G Chandio, GBMS Allah Rakhio Ja			0.275	13750	750	02
10	Package-10 GBMS Usman Hoti Bhatti, GBMS Mir Muhammad J			0.350	17500	750	02

0.330

16500

750

02

# SECONDARY

11 Package-11 Teachers Resource Centre (TRC)
Nawabshah, GGHS Ghullam Hyder Shah, GGHS Court
Road Nawabshah (Office Block), GBHS Housing Society
Nawabshah

•Sr#	Name of work	Taluka	Cost in Million	Earnest Money (5%)	Tender fee	Time for comp: in Months
12	Package-12 Govt. D.C High School Nawabshah (Auditorium), GBHS 5th Mile		0.250	12500	750	02
13	Package-13 GGHS 60-Mile, GBHS Kandiari		0.200	10000	500	02
14	Package-14 GBHS Noor Muhammd Jamali, GBHS Daulatpur.		0.200	10000	500	02
	HIGHER SECONDARY SCHOOLS					
	XI-XII CLASSES					
15	Package-15 GGHSS Islamia Nawabshah, GBHS Bucheri		0.230	11500	750	02
16	Package-16 GBHS Haberi, GBHSS Daur		0.300	15000	750	02

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

•Sr#	Name of wor	rk	Taluka	Cost in Million	Earnest Money (5%)	Tender fee	Time for comp: in Months
	^						
12	Package-12 Govt. D.C High School (Auditorium), GBHS 5th Mile	l Nawabshah		0.250	12500	750	02
13	Package-13 GGHS 60-Mile, GBHS	Kandiari		0.200	10000	500	02
14	Package-14 GBHS Noor Muhamm Daulatpur.	d Jamali, GBHS		0.200	10000	500	02
	HIGHER SECONDARY	SCHOOLS					
	XI-XII CLASSI	S					
15	Package-15 GGHSS Islamia Nawa	bshah, GBHS Bucheri		0.230	11500	750	02
16	Package-16 GBHS Haberi, GBHS	S Daur		0.300	15000	750	02

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD



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

# **NOTIFICATION**

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

Executive Engineer (Education Works)
 Concerned Education Works Division
 Education & Literacy Department

Chairman

Assistant Engineer
 Local Government Public Health Engineering Department

Member

23. 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) ELU/E&A/PRO-EW/14-15:

Karachi, date the 28th May, 2015

opy 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 &

DEPUTY SECRETARY



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

# NOTIFICATION

NO.SO(0) EDU/EAA/PRO-EW(CRC)/14-15: In pursuance of Rule - 31 of the Strick Public Procurous Rules, 2010 a Departmental Complaint Redressal Committee comprising of following Officers constituted as under to resolve complaint's of aggrieved bidders:-

1. Superintendent Engineer (Education Works)
of concerned Education Works Circle
Education & Literacy Department

Chairman

2. Representative of District Account Officer /

Member

 Representative of Head of procuring Agency (Professional from relevant field concerning)

Member

### ToRs

To perform according to Rule - 31 of SPPRA, 2010;

Perform any other function ancillary and incidental to the above.

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

TO GOVT. OF SINDH 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 Secretary, Education & Literacy Department.
- 3. Office Order File

SINDH EDUCATION A LITERACY DEPARTMENT



DEPUTY SECRETARY (GA)

S.No./ ADP	Fund Head & Sub-Head	Name of Work and Break up	Alocated Funds & break up for different locations / sites	Items to be Executed	Method of Procurement	Anticipated/ Actual date of Advertiseme nt	Actual Date of Start	Anticipated/A ctual date of completion	Remarks
a	b	С	d	e	f	g	h	i	
8		ELEMENTARY  Package-8 GBELS Attur Khan Jokhio, GGELS  Himmat Ali Shah, GBELS Muhammad Afzal Brohi	0.275	Re-wiring, Repair of electric fittings as per site requirement.	Single Stage one Envelope	17.07.2017	08.2017	10.2017	
9		<u>Package-9</u> GGMS Aminabad, GGMS Punhal Khan Chandio, GBMS Allah Rakhio Jamali	0.275	do	do	17.07.2017	08.2017	10.2017	
10		Package-10 GBMS Usman Hotipoto, GBMS Saadique Bhatti, GBMS Mir Muhammad Juno	0.350	do	do	17.07.2017	08.2017	10.2017	
		SECONDARY							
11		Package-11 Teachers Resource Centre (TRC) Nawabshah, GGHS Ghullam Hyder Shah, GGHS Court Road Nawabshah (Office Block), GBHS Housing Society Nawabshah	0.330	Re-wiring, Repair of electric fittings as per site requirement.	Single Stage one Envelope	17.07.2017	08.2017	10.2017	
12		Package-12 Govt. D.C High School Nawabshah (Auditorium), GBHS 5th Mile	0.250	do	do	17.07.2017	08.2017	10.2017	
13		Package-13 GGHS 60-Mile, GBHS Kandiari	0.200	do	do	17.07.2017	08.2017	10.2017	
14		<u>Package-14</u> GBHS Noor Muhammd Jamali, GBHS Daulatpur.	0.200	do	do	17.07.2017	08.2017	10.2017	
		HIGHER SECONDARY SCHOOLS XI-XII CLASSES							
15		Package-15 GGHSS Islamia Nawabshah, GBHS Bucheri	0.230	Re-wiring, Repair of electric fittings as per site requirement.	Single Stage one Envelope	17.07.2017	08.2017	10.2017	
16		Package-16 GBHS Haberi, GBHSS Daur	0.300	do	do	17.07.2017	08.2017	10.2017	

# (Annexure-II) PROCUREMENT PLAN (Non-Development)

S.No./ ADP	Fund Head & Sub-Head	Name of Work and Break up	Alocated Funds & break up for different locations / sites	Items to be Executed	Method of Procurement	Anticipated/ Actual date of Advertiseme nt	E SACTIFICATION PROPERTY OF	Anticipated/A ctual date of completion	
а	b	c	d	е	1	g	h	i	1

# M&R Programme 2016-17 Maintenance & Repair (2016-17)

## PRIMARY ELECTRIC WORKS

1	Package-1 GBPS Main Sindhi Nawabshah, GGPS Choudhry Barkat Ali, GBPS Pathan Jo Goth	0.225	Re-wiring, Repair of electric fittings as per site requirement.	Single Stage one Envelope	17.07.2017	08.2017	10.2017
2	Package-2 GBPS Nawab Bhutto, GBPS Zawar Ghullam Hussain, GBPS Behdaur Khan Zardari	0.160	do	do	17.07.2017	08.2017	10.2017
3	Package-3 GBPS Dur Muhammad Mari, GBPS Asghar Jamali, GBPS Lal Muhammad Brohi	0.195	do	do	17.07.2017	08.2017	10.2017
4	Package-4 GBPS Allah Dino Depar, GGPS Soomar Khan Jamali.	0.175	do	do	17.07.2017	08.2017	10.2017
5	<u>Package-5</u> GBPS Pir Paryal Shah, GGCMS Punhal Khan Chandio, GBPS Allah Bux Chandio.	0.255	do	do	17.07.2017	08.2017	10.2017
6	Package-6 GBPS Piaro Chandio, GBPS Nawab Bhatii.	0.145	do	do	17.07.2017	08.2017	10.2017
7	Package-7 GBPS Din Muhammad Rahu, GBPS Aftab Unar, GGPs Kot Behadurabad, GBPS Sultan Lashari, GBPS Qasim Rahu	0.385	do	do	17.07.2017	08.2017	10.2017

750

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

750

# STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

			Tender Issued to _			
			DR No	Dated	Rs. 750/=	
a)	Name of Procuring Agency		Executive Engine Shaheed Benaz	neer, Education Work tirabad.	ks Division,	
b)	Brief Description of Work		M&R Programs Maintenance &	ne 2016-17 Repair (2016-17)		
			Primary (Electr	ric Works)		
			Package-1 GBF GBPS Pathan J		abshah, GGPS Choudhry B	arkat Ali,
c)	Procuring Agency's Address		Executive Engin District Shaheed		ks Division At Khoja Garden	Nawabsha
d)	Estimated Cost		Rs. 0.225 million	i		9
e)	Amount of Bid Security (fill in lump sur bid amount/estimated cost equal to 59		5% Rs. 11250/=			
f)	Period of Bid Validity		90 Days			
g)	Security Deposit (i/c Bid Security) (in 9 amount/Estimated Cost equal to 5%)	6age of Bid	5%			
h)	Percentage, if any to be deducted from	n Bills.	3%			
)	Dead Line for submission of Bids along	gwith time		@ 12:00 Noon		
)	Venue, Time and Date of Bid Opening		Office of the Exe Garden Nawabsl		ucation Works Division situa	ated at Khoji
					@ 1:00 P.m	
()	Time for completion from written order	of Commerce.	02 Months.			
)	Liquidity damages		(0.05 of Estimate 10%)	ed cost of Bid cost pe	er day of delay, but total not	exceeding
n)	Name of Contractor / Agency (Tender	ssued)	1076)			
1)	Deposit Receipt No. Date amount (in w	ords &Figures)				
	Call deposit Nodated	of the				
	Amounting to Rs.					
	Rates					
	A	_				
	В					

CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

# General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

#### Clause – 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

# Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

- 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

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

# BILL OF QUANTITIES

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

Item No	Quantities	m to be executed at lite	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
2.55					
					1
	12				1
					1.7

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Education Works Division Shahaed Benazir Abad.



# Schedule "B"

Name of work:-

M/R to Government Boys Primary School Pathan Jo Goth, GBPS Main Sindhi N'Shah, GGPS Choudhri Barkat ( Package No. 01 (Electric Work)

S.No	Description	Quantity	Rate	Unit	Amount
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC i (3/4") channel patti on surface as required (S				
	-	= 90 Points	910.00	P.Point	Rs: 81900.00
2	Providing and laying (Main or Sub-Main) PV core copper conductar 250/440 volts si	1 T	No: 06)		
	2x70	= 140 Meter	118.00	P.Meter	Rs: 16520.00
3	Providing and laying (Main or Sub-Main) PVC coper copper conductor 250/440 vol (SINO: 47/P.No: 06)				
	2x75	= 150 Meter	213.00	P.Meter	Rs: 31950.00
4	Providing and fixing one way SP 5 amp switch	th flush type (SINO: 219/	P-33)		
	=	= 90 Nos	54.00	P.Nos	Rs: 4860.00
5	Providing and fixing two pin SP 5 amp plug	and socket (SINO: 222/	P-33).		
6	Providing and fixing Brass pendant lamp ho	= 10 Nos older. (SINO: 229/P-33)	80.00	P.Nos	Rs: 800.00
7	= Providing and fixing three pin 5amps plug and	60 Nos I sockets (SINO: 224/P-3	74.00 33)	P.No	Rs: 4440.00
8 1	Providin and fixing Baklite ceiling Rose with	+ 1103	151.00 3,P-33)	P.No	Rs: 604.00
	Providing and fixing cercuit breacker 6,10,15,2 DP (TB-55) on prepared board as required. (S		72.00	P.No	Rs: 2160.00
	Providing and fixing cercuit breaker 6,10,15,20 on prepared board as required (SINO: 204-P-3	0,30,40,50 & 63 amp SP	916.00 (TB)	P.No	Rs: 16488.00
	=	4 Nos	2456.00	P.No	Rs: 9824.00
				Total Rs:	169546.00

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Page 2

S.No	Description		Quantity	Rate	Unit	Amount	91
	PART (B) Non -Schedule Items)						
1	Providing and fixing Energy Saver Superior existing holder etc complete. (R.A)	quality i	ncluding fixing o	on			
	al .	=	60 Nos		P.No	Rs:	
	Providing and fixing distribution board doub circuit breacker and bush bar including pa						
	3	=	4 Sft		P.Sft	Rs:	
					Total (B)	Rs:	
	Contractor		Ja	ative Enginee	ar.		
	Contactor		Education	on Works Div ed Benazirab	ision		

Dr	aft Bidding Docum	nent for Works up to 2.5	м			a artist to
-	T					
						1
Am	nount TOTAL (a	)				ľ
		above/below on the rate $al(A) = a+b$ in words &	Ofp	ount to be added/ oremium quoted.	deducted on the b	asis AL (b)
	*					
Co	ntractor	B	Execut	ve Engineer/P	Procuring Agen	icy
	(B) 1	Description and rate	of Items based	on Market (O	ffered rates)	
n No	Quantities	Description of item t	o be executed at	Rate	Unit	Amount in Rupees
- 1						
y y	19					
N						
						1
			,		F a	
		*	41	Total (B) in wo	ords & figures:	
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		dotage		fees		

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

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Executive Engineer

# G DOCUME

# STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 500/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
	-	Primary (Electric Works)
		Package-2 GBPS Nawab Bhutto, GBPS Zawar Ghullam Hussain, GBPS Behadur Khan Zardari.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabsha District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.160 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	f 5% Rs. 8000/=
f)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
h)	Percentage, if any to be deducted from Bills.	3%
i)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
i)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Khoji Garden Nawabshah
	12	@ 1:00 P.m
k)	Time for completion from written order of Commerce.	02 Months.
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%)
m)	Name of Contractor / Agency (Tender issued)	10.4)
n)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof	the
	Amounting to Rs.	
	Rates	
	Α	
	В	
	0	

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

# General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

# Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

# Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

# (C) Uncorrected Defects:

- "(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

# Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

### BILL OF QUANTITIES

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

Item No	Quantities	Description of	item to be e site	executed at	Rate	Unit	Amount in Rupees
1	2		3	ą.	4	5	6
u j	·						
							1
	1 8.0						
	-						

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CONTRACTOR

Education Works Division Shaheed Benazir Abad.

### Page 1

### SCHEDULE 'B'

Name of work:-

M/R to Government Boys Primary School NawabBhutto, GBPS Zanwar Ghullam Hussain, GBPS Bahadur Zardari Taluka N'Shah Package No. 02 (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount
	PART "A"SCHEDULE ITEMS						
1	Wiring for light or fan point with 3/.029 PVC is	nsı	lated wire in 20 mm				
	(3/4") channel patti on surface as required (S	IN	D: 129/P-15)				
				1		_	
	MEY - 6 - DI 1.4	,	= 39 Points	910.00	P.Point	Rs	35490.00
2	Wiring for Plug point with 3/.029 PVC in 20mm(3/4") channel patti on surface require(						
	zonim(3/4 ) channel patti on surface required	OII	10. 130/P-15)				
			= 4 Points	742.00	P.Point	Rs:	2968.00
		•			7.47.2.4.78		
3	Providing and laying (Main or Sub-Main) PVC	in	sulated with single				
	core copper conductar 250/440 volts siz	ze i	2-7/.029 (SINO: 45/P.No:	06)			
						_	
,	2x100		= 200 Meter	118.00	P.Meter	Rs:	23600.00
4	Providing and laying (Main or Sub-Main) PVC coper copper conductor 250/440 volt						
	(SINO: 47/P.No: 06)	to s	128 (2-770.44) 10111112				
	2x70	Ī	= 140 Meter	213.00	P.Meter	Rs:	29820.00
5	Providing and fixing one way SP 5 amp switch	h fl					
		-	= 39 Nos	54.00	P.Nos	Rs:	2106.00
6	Providing and fixing two pin SP 5 amp plug	and	socket (SINO: 222/P-33)				
		-		01.12	4250		
7	Draviding and fiving Drave wanders law hard	14.	0 1103	80.00	P.Nos	Rs:	480.00
7	Providing and fixing Brass pendant lamp ho	olde	r. (SINO: 229/P-33)				
	1	-	27 Nos	74.00	P.No	Rs.	1998.00
8	Providing and fixing three pin 5amps plug and	50		,			1000.00
			,				
		-	4 Nos	151.00	P.No	Rs:	604.00
9	Providin and fixing Baklite ceiling Rose with to	NO	terminals (SINO: 228,P-3	3)			
		_					
		-	72 1100	72.00	P.No	Rs:	864.00
	Providing and fixing cercuit breacker 6,10 15,2	-0.5					
1	DP (TB-55) on prepared board as required. (S	IIV	J: 203, /Page No: 31)				
		-	16 Nos	916.00	P.No	Rs'	14656.00
8 1	Providing and fixing cercuit breaker 6,10,15,20	-		010.00		1 10.	
	on prepared board as required (SINO: 204-P-3						
		=	3 Nos	2456.00	P.No	Rs:	7368.00
						- 10	
					Total Rs:		119954.00

**CONTRACTOR** 

Page 2

S.No	Description	. (	Quantity	Rate	Unit	Amount	
1	PART (B) Non -Schedule Items) Providing and fixing Energy Saver Superior quexisting holder etc complete. (R.A)	ality includ	ding fixing on				
		=	27 Nos		P.No	Rs:	
	Providin and fixing fan dimmer 220/240 volts f necessary connection etc complete (China mac		imported make wi	th			
		=	10 Nos		P.No	Rs:	
	Providing and fixing distribution board doubdle circuit breacker and bush bar including painting						
		=	4 Sft		P.Sft	Rs:	_
					Total (B)	Rs:	
			400	À:	>		
	Contractor			ve Enginee			

Shaheed Benazirabad

,						
Dr	aft Bidding Docume	ent for Works up to 2	.5 M			
		1				
						1
An	nount TOTAL (a)				£	
		i .	.40			$\mathbf{E}_{\mathbf{x}}$
	% a	bove/below on the r			deducted on the ba	
107	Tota	l (A) = a+b in words	Of & figures:	premium quoted.	TOTA	L (b)
	25					
			1			21
		* .				
Co	ntractor		Execut	ive Engineer/I	Procuring Agend	y .
						!
	(B) D	escription and ra	ate of Items based	on Market (O	ffered rates)	
						*
Item No	Quantities		n to be executed at ite	Rate	Unit	Amount in Rupees
,		2				respects
						-
						1
		-1				11
		3				-
			1:	400		8
40	1			Total (B) in w	ords & figures:	
		2				
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Executive Engineer
Education Works Division
Education Benazir Abad.

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities. Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Execution Shaheed

# NG DOCUME

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

### **BIDDING DATA**

		l ender issued to				
		DR No DatedRs. 500/=				
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.				
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)				
		Primary (Electric Works)				
		<u>Package-3</u> GBPS Dur Muhammad Mari, GBPS Asghar Jamali, GBPS Lal Muhammad Brohi.				
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabsha District Shaheed Benazirabad.				
d)	Estimated Cost	Rs. 0.195 million				
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 9750/=				
f)	Period of Bid Validity	90 Days				
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%				
h)	Percentage, if any to be deducted from Bills.	3%				
i)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon				
j)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Kho Garden Nawabshah				
		@ 1:00 P.m				
k)	Time for completion from written order of Commerce.	02 Months.				
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%)				
n)	Name of Contractor / Agency (Tender issued)	10.70)				
1)	Deposit Receipt No. Date amount (in words &Figures)					
	Call deposit Nodatedof the	9				
	Amounting to Rs.					
	Rates					
	A	1				
7	В	1				

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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CONTRACTOR

and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

### (C) Uncorrected Defects:

- "(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

### BILL OF QUANTITIES

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

Item No	Quantities	Description of	item to be site	executed at	Rate	Unit	Amount in Rupees
1	2		3	, t	4	5	6
						1	
- 1		6					
		(1)					-,
							1 10

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CONTRACTOR

# SCHEDULE 'B'

Name of work:-

M/R to Government Boys Primary School Dur Muhammad Mari,GBPS Asgher Jamali, GBPS Lal Muahmmad Brohi Taluka Daur Package No. 03 (Electric Work)

S.No	Description	Quantity	Rate	Unit	Amount
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC ins (3/4") channel patti on surface as required (SIM				
		= 53 Points	910.00	P.Point	Rs: 48230.00
2	Wiring for Plug point with 3/.029 PVC ins 20mm(3/4") channel patti on surface require(Si				
		= 4 Points	742.00	P.Point	Rs: 2968.00
3	Providing and laying (Main or Sub-Main) PVC is core copper conductar 250/440 volts size		6)		
		= 150 Meter	118.00	P.Meter	Rs: 17700.00
	Providing and laying (Main or Sub-Main) PVC is coper copper conductor 250/440 volts (SINO: 47/P.No: 06)	manufacture of the second of t			
5	Providing and fixing one way SP 5 amp switch	= 225 Meter flush type (SINO: 219/P-33)	213.00	P.Meter	Rs: 47925.00
0	D. //	= 53 Nos	54.00	P.Nos	Rs: 2862.00
6	Providing and fixing two pin SP 5 amp plug at		00.00	D.W.	D 400.00
7	Providing and fixing Brass pendant lamp hold	= 6 Nos der. (SINO: 229/P-33)	80.00	P.Nos	Rs: 480.00
8	Providin and fixing Baklite ceiling Rose with two	= 38 Nos o terminals (SINO: 228,P-33	74.00	P.No	Rs: 2812.00
9 1	Providing and fixing cercuit breacker 6,10,15,20	= 15 Nos ,30,40,50 & 63 amps	72.00	P.No	Rs: 1080.00
	DP (TB-55) on prepared board as required. (SIN				
	Providing and fixing cercuit breaker 6,10,15,20,30 prepared board as required (SINO: 204-P-31		916.00	P.No	Rs: 10076.00
		= 3 Nos	2456.00	P.No	Rs: 7368.00
				Total Rs:	141501.00

Total

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Page 2

S.No	Description		Quantity	Rate	Unit	Amount
1	PART (B) Non -Schedule Items) Providing and fixing Energy Saver Superior q existing holder etc complete. (R.A)	uality ind	cluding fixing on			
		=	35 Nos		P.No	Rs:
2	Providing and fixing distribution board doubdle circuit breacker and bush bar including paint					
		=	4 Sft		P.Sft	Rs:
3	Providin and fixing fan dimmer 220/240 volts necessary connection etc complete (China ma		pe imported make w	ith		
		=	3 Nos		P.No	Rs:
					Total (B)	Rs:
į	Contractor		Education W	Engineer forks Division	on	

			4		•	
Di	raft Bidding Docum	ent for Works up to	o 2.5 M		in the second se	a designation of the
		•				î. *
Aı	nount TOTAL (a)	3 				
	Tota	above/below on the $al(A) = a+b$ in wor	Of	ount to be added, premium quoted.	deducted on the ba	
	15					
Co	ontractor (B) I	Description and	Execut		Procuring Agendary	ey !
Item No	Quantities	Description of	item to be executed at site	Rate	Unit	Amount in Rupees
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		4				<u>                                     </u>
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Executive Engineer
Education Works Division
Shaheed Benazir Abad.

Total (B) in words & figures:

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Executive Engineer
Execution Works Division Agency
Shaheed Benazir Abade

# A BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender Issued to
		DR No Dated Rs. 500/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Primary (Electric Works)
		Package-4 GBPS Allah Dino Depar, GGPS Soomar Khan Jamali
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabshal District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.175 million
)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 8750/=
)	Period of Bid Validity	90 Days
1)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
)	Percentage, if any to be deducted from Bills.	3%
	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah
		@ 1:00 P.m
)	Time for completion from written order of Commerce.	02 Months.
	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%)
1)	Name of Contractor / Agency (Tender issued)	1070)
)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof ti	he
	Amounting to Rs.	
	Rates	
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	В	
		· \

CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the 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.

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Executive Enginee

Shaheed Benazir Abad.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

### (C) Uncorrected Defects:

- "(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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CONTRACTOR

the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

### BILL OF QUANTITIES

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

Item No	Quantities	Description of	item to be executed at site	Rate	Unit	Amount in Rupees
1	2		3	4	5	6
						4 =
	ř					1

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CONTRACTOR

Education Works Division Shaheed Benazir Abad.

### Page 1

# SCHEDULE 'B'

Name of work:- M/R to Government Boys Primary School Allah Dino Depar, GGPS Soomar Khan Jamali, Taluka Daur Package No. 04 (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/ (3/4") channel patti on surface as r			20 mm			
			= 40 Points	910.00	P.Point	Rs	36400.00
2	Wiring for Plug point with 3/.0 20mm(3/4") channel patti on surface		PVC insulated wire quire(SINO: 130/P-15)	ì			
		3	= 4 Points	742.00	P.Point	Rs:	2968.00
3	Providing and laying (Main or Sub-Notice copper conductor 250/44		) PVC insulated with si lts size 2-7/.029 (SING		06)		7,400
	Providing and laying (Main or Sub-N	⁄ain	) in (1) 10 10 10 10 10 10 10 10 10 10 10 10 10		P.Meter	Rs:	17700.00
	coper copper conductor 250, (SINO: 47/P.No: 06)	-	volts size (2-7/0.44)				
		-	= 200 Meter		P.Meter	Rs:	42600.00
5	Providing and fixing one way SP 5 at	mp s	witch flush type (SINC	D: 219/P-33)			
6 1	Providing and fixing two pin SP 5 a	-	= 40 Nos plug and socket (SINO	F11577	P.Nos	Rs:	2160.00
		1 " 1	4 Nos	80.00	P.Nos	Rs:	320.00
7	Providing and fixing Brass pendant	lam	p holder. (SINO: 229/	P-33)			
8 1	Providin and fixing Baklite ceiling	Ro	20 1103		P.No 228,P-33)	Rs:	2072.00
		=	12 Nos	72.00	P.No	Rs:	864.00
	Providing and fixing cercuit breacker OP (TB-55) on prepared board as rec	10000	그녀를 하는데 다른 것으로 하면 하는데 그녀를 하고 있는데 하는데 하는데 하는데 하다.				
	Providing and fixing cercuit breaker ( on prepared board as required (SINC	0.065	15,20,30,40,50 & 63		P.No	Rs:	7328.00
		=	2 Nos	2456.00	P.No	Rs:	4912.00

Total Rs:

117324.00

CONTRACTOR

Page 2

S.No	Description	Qu	antity	Rate	Unit	Amount	
1	PART (B) Non -Schedule Items) Providing and fixing Energy Saver Surexisting holder etc complete. (R.A)	perior qual	ity including	fixing on			
2	Providing and fixing wall / Ceiling mountaing necessary electric connection	Carrier and Allert and Allert	The state of the s			Rs:	
		=	6 Nos		P.No	Rs:	
	Providing and fixing distribution board circuit breacker and bush bar including						
	Q.	=	2 Sft	•	P.Sft	Rs:	
	Providin and fixing fan dimmer 220/24 necessary connection etc complete (Ch	0 volts far	cy type imp	orted make	V. 35000	NS.	
		=	8 Nos		P.No	Rs:	
					Total (B)	Rs:	
	Contractor				Education	e Engineer Works Division Benazirabad	

Draft Bidding Docum	nent for Works up to 2.5 M						
5 /					1		
Amount TOTAL (a)	,						
%	above/below on the rates o			ed/deducted on the ba			
Total	al (A) = a+b in words & fig	gures:	oremium quote	ed. TOTA	L (0)		
	Α						
	- 1						
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Contractor		Execut	ive Enginee	r/Procuring Agend	су		
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n No Quantities	Description of item to b	e executed at	Rate	Unit	T		
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CONTRACTOR

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities. Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

# STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender issued to				
		DR No DatedRs. 750/=				
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.				
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)				
		Primary (Electric Works)				
		<u>Package-5</u> GBPS Pir Paryal Shah, GGCMS Punhal Khan Chandio, GBPS Allah Bux Chandio.				
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabshal District Shaheed Benazirabad.				
d)	Estimated Cost	Rs. 0.255 million				
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 12750/=				
f)	Period of Bid Validity	90 Days				
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%				
h)	Percentage, if any to be deducted from Bills.	3%				
i)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon				
j)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah				
		@ 1:00 P.m				
k)	Time for completion from written order of Commerce.	02 Months.				
1)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding				
m)	Name of Contractor / Agency (Tender issued)	10%)				
n)	Deposit Receipt No. Date amount (in words &Figures)					
	Call deposit Nodatedof the	e				
	Amounting to Rs.					
ļ	Rates	MS .				
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CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

#### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- 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.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

# Clause - 3: Termination of the Contract.

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

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Draft Bidding Document for Works up to 2.5 M.

- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

#### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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CONTRACTOR



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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

#### **BILL OF QUANTITIES**

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

Item No	Quantities	Description	of item to be site	executed at	Rate	Unit	Amount in Rupees
1	2		3		4	5	6
. 8.	Di L						
		294 C					1

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# Page 1 Schedule "B"

Name of work:-

M/R to Government Boys Primary School Pir Paryal Shah, GGCM Punhal Khan Chandio, GBPS Allah Bux Chandio Taluka Sakrand (Package No. 05 (Electric Work)

S.No	Description	Quantity	Rate	Unit	Amount
. 1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC ins (3/4") channel patti on surface as required (SIN				
		= 98 Points	910.00	P.Point	Rs: 89180.00
2	Providing and laying (Main or Sub-Main) PVC core copper conductar 250/440 volts size	THE THE PERSON AND THE PERSON OF THE PERSON	06)		
	,	= 150 Meter	118.00	P.Meter	Rs: 17700.00
3	Providing and laying (Main or Sub-Main) PVC i coper copper conductor 250/440 volts (SINO: 47/P.No: 06)				
		= 120 Meter	213.00	P.Meter	Rs: 25560.00
4	Providing and fixing one way SP 5 amp switch	flush type (SINO: 219/P-33)			
5	Providing and fixing two pin SP 5 amp plug ar	= 98 Nos nd socket (SINO: 222/P-33)	54.00	P.Nos	Rs: 5292.00
6	Providing and fixing Brass pendant lamp hold	= 15 Nos der. (SINO: 229/P-33)	80.00	P.Nos	Rs: 1200.00
7	Providing and fixing three pin 5amps plug and s	= 84 Nos sockets (SINO: 226/P-33)	74.00	P.No	Rs: 6216.00
8	Providin and fixing Baklite ceiling Rose with two	= 4 Nos o terminals (SINO: 228,P-3	151.00 3)	P.No	Rs: 604.00
	Providing and fixing cercuit breacker 6,10,15,20 DP (TB-55) on prepared board as required. (SIN		72.00	P.No	Rs: 2304.00
	Providing and fixing cercuit breaker 6,10,15,20,		916.00	P.No	Rs: 16488.00
,		= 4 Nos	2456.00	P.No	Rs: 9824.00
				Total Rs:	174368.00

Total Rs:

174368.00

CONTRACTOR

n Works in a different to

Page 2

S.No	Description	Qua	entity	Rate	Unit	Amount
	PART (B) Non -Schedule Items)					
.1	Providing and fixing Energy Saver Superior quexisting holder etc complete. (R.A)	uality including	fixing on			
		=	72 Nos		P.No	Rs:
2	Providing and fixing wall / Ceiling mounted lig including necessary electric connectionan with					
		=	4 Nos		P.No	Rs:
	Providing and fixing distribution board doubdle circuit breacker and bush bar including paint					
		=	6 Sft		P.Sft	Rs:
					Total (B)	Rs:
				,	fee	A
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· ·				
Draft Bidding Docum	nent for Works up to 2.5 M			
30				1
.Amount TOTAL (a)	)			
	above/below on the rates of CSR.  al (A) = a+b in words & figures:	Amount to be added/ Of premium quoted.	deducted on the ba	
Contractor	Exe	ecutive Engineer/P	rocuring Agen	су
(B) 1	Description and rate of Items ba	sed on Market (Of	ffered rates)	J
Item No Quantities	Description of item to be executed site	at Rate	Unit	Amount in Rupees
- E				1

Total (B) in words & figures:

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Executive Engineer
Execution Works Division Agency

# STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

### **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 500/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Primary (Electric Works)
		Package-6 GBPS Piaro Chandio, GBPS Nawab Bhatti.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabsha District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.145 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 7250/=
f)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
h)	Percentage, if any to be deducted from Bills.	3%
)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Kho Garden Nawabshah
		@ 1:00 P.m
()	Time for completion from written order of Commerce.	02 Months.
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%)
n)	Name of Contractor / Agency (Tender issued)	1070)
1)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof th	he
	Amounting to Rs.	
	Rates	
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CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

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

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

#### BILL OF QUANTITIES

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

Item No	Quantities		m to be executed at site	Rate	Unit	Amount in Rupees
. 1	2		3	4	5	6
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				at took passacram are set set to 10 to	RAMERTO CHIA CONTONI SAFENI. PINTININI	1
	-	14.			1	!
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CONTRACTOR :

Executive Engineer
Education Works Division

# Schedule "B"

Name of work:-

M/R to Government Boys Primary School Piyaro Chandio ,Govt: Boys Primary School Nawab Bhatti, Taluka Sakrand Package No. 06 (Electric Work)

S.No	Description		Quantity	Rate	Unit	Amount	
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC in (3/4") channel patti on surface as required (SI						
		=	40 Points	910.00	P.Point	Rs: 36400.00	
2	Wiring for Plug point with 3/.029 PVC in 20mm(3/4") channel patti on surface require(S						
3	Providing and laying (Main or Sub-Main) PVC	= insulated u	4 Points	742.00	P.Point	Rs: 2968.00	
3	core copper conductar 250/440 volts siz			6)			
		=	120 Meter	118.00	P.Meter	Rs: 14160.00	
	Providing and laying (Main or Sub-Main) PVC coper copper conductor 250/440 volts (SINO: 47/P.No: 06)						
		=	100 Meter	213.00	P.Meter	Rs: 21300.00	
5	Providing and fixing one way SP 5 amp switch	flush type	(SINO: 219/P-33)				
6	Providing and fixing two pin SP 5 amp plug a	= nd socket	40 Nos (SINO: 222/P-33).	54.00	P.Nos	Rs: 2160.00	
		=	4 Nos	80.00	P.Nos	Rs: 320.00	
7	Providing and fixing Brass pendant lamp hol	der. (SINO	: 229/P-33)				
8	Providin and fixing Baklite ceiling Rose with tw	= o terminals	28 Nos s (SINO: 228,P-33	74.00 3)	P.No	Rs: 2072.00	
		=	12 Nos	72.00	P.No	Rs: 864.00	
	Providing and fixing cercuit breacker 6,10,15 20 DP (TB-55) on prepared board as required. (SI						
		=	8 Nos	916.00	P.No	Rs: 7328.00	
	Providing and fixing cercuit breaker 6,10,15,20, on prepared board as required (SINO: 204-P-3		63 amp SP (TB)				
		=	2 Nos	2456.00	P.No	Rs: 4912.00	
					Total Rs:	92484.00	

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Page 2

S.No	Description	Qua	ntity	Rate	Unit	Amount
1	PART (B) Non -Schedule Items) Providing and fixing Energy Saver Superior quiexisting holder etc complete. (R.A)	ality including	fixing on			
2	Providing and fixing wall / Ceiling mounted light including necessary electric connectionan with	nt fancy type	The state of the s		P.No	Rs:
		=	6 Nos		P.No	Rs:
	Providing and fixing distribution board doubdle s circuit breacker and bush bar including paintin		led paint		Carlo Zar	
	Providin and fixing fan dimmer 220/240 volts fan necessary connection etc complete (China mad		2 Sft orted make wit	h	P.Sft	Rs:
		=	8 Nos		P.No	Rs:
					Total (B)	Rs:
	Sub-Engineer			,	Education	e Engineer Works Division Benazirabad

Dr	aft Bidding Docur	ment for Works up to	2.5 M			****
	10.00	F				
						1
						1
An	nount TOTAL (a	1)				
	%	above/below on the	e rates of CSR. Am	ount to be added	I/deducted on the b	pasis
	To	tal (A) = a+b in wor		premium quoted.	тот	AL (b)
		(,	as at lightes.			
	19					
		;				
		4 *				
Co	ntractor		Execut	ive Engineer/	Procuring Agen	icv
	E		2			,
		18				. !
	(B)	Description and	rate of Items based	on Market (O	offered rates)	
Item No	Quantities	Description of i	tem to be executed at	Rate	Unit	1
Item No	Quantities	Description of i	tem to be executed at site	Rate	Unit	Amount in Rupees
Item No	Quantities	Description of i		Rate	Unit	Amount in Rupees
Item No	Quantities	Description of i		Rate	Unit	A STATE OF THE PROPERTY OF THE PARTY OF THE
Item No	Quantities	Description of i		Rate	Unit	A STATE OF THE PROPERTY OF THE PARTY OF THE
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Item No						Rupees
						Rupees

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Executive Engineer
Execution Works Division Agency

# STANDARD BIDDING, DOCUMENT

# PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# BIDDING DATA

		Telluci Isaucu to
		DR No Dated Rs. 750/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Primary (Electric Works)
	-	Package-7 GBPS Din Muhammad Rahu, GBPS Aftab Unar, GGPS Kot Behadurabad, GBPS Sultan Lashari, GBPS Qasim Rahu.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabsh District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.385 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 19250/=
1)	Period of Bid Validity	90 Days
9)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
h)	Percentage, if any to be deducted from Bills.	3%
)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Kho Garden Nawabshah
()	Time for completion from written order of Commerce,	02 Months.
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding
n)	Name of Contractor / Agency (Tender issued)	10%)
)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof the	e
	Amounting to Rs.	
	and the second s	t.
	A.	
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CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

# General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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- 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.

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

# Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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Executive Engineer
Education Works Division
Shaheed Benazir Abad.

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

#### BILL OF QUANTITIES

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

Item No	Quantities		em to be executed at site	Rate	Unit	Amount in Rupees
1	2		3	4	5	6
		: :				
						1

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Shahaed Benazir Abad.

#### Page 1

# Schedule "B"

Name of work:-

M/R to Government Boys Primary School Din Muhammad Rahu, GBPS Aftab Unnar, GBPS Kot Bahadurabad , GBPS Sultan Lashari, GBPS Qasim RahuTaluka Qazi Ahmed Package No. 07,

(Electric Work)

S.No	Description	Quantity	Rate	Unit	Amount
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC ins (3/4") channel patti on surface as required (SIN				
	-	= 97 Points	910.00	P.Point	Rs: 88270.00
2	Providing and laying (Main or Sub-Main) PVC core copper conductar 250/440 volts size		06)		
		= 500 Meter	118.00	P.Meter	Rs: 59000.00
	Providing and laying (Main or Sub-Main) PVC coper copper conductor 250/440 volts (SINO: 47/P.No: 06)				
	**************************************	= 500 Meter	213.00	P.Meter	Rs: 106500.00
5	Providing and fixing one way SP 5 amp switch	flush type (SINO: 219/P-33	)		
6	Providing and fixing two pin SP 5 amp plug a	= 97 Nos nd socket (SINO: 222/P-33	54.00	P.Nos	Rs: 5238.00
7	Providing and fixing Brass pendant lamp hole	= 20 Nos der. (SINO: 229/P-33)	80.00	P.Nos	Rs: 1600.00
8 1	Providing and fixing three pin 5amps plug and s	= 56 Nos sockets (SINO: 226/P-33)	74.00	P.No	Rs: 4144.00
9 1	Providin and fixing Baklite ceiling Rose with two	= 5 Nos o terminals (SINO: 228,P-3	151.00 33)	P.No	Rs: 755.00
	Providing and fixing cercuit breacker 6,10,15,20 DP (TB-55) on prepared board as required. (SIN		72.00	P.No	Rs: 2736.00
	Providing and fixing cercuit breaker 6,10,15,20,0 on prepared board as required (SINO: 204-P-31		916.00	P.No	Rs: 20152.00
		= 5 Nos	2456.00	P.No	Rs: 12280.00
				Total Rs:	300675.00

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Executive Engineer Education Works Division Shaheed Benazir Abad.

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Page 2

S.No	Description	Qua	ntity	Rate	Unit		Amount	
	PART (B) Non -Schedule Items)							
1	Providing and fixing Energy Saver Superior qual existing holder etc complete. (R.A)	ity including	fixing on					
		:	86 Nos		P.No	Rs:		
2	Providing and fixing wall / Ceiling mounted light including necessary electric connectionan with h			33				
		:	10 Nos		P.No	Rs:		
	Providing and fixing distribution board doubdle sh circuit breacker and bush bar including painting							
	=		8 Sft		P.Sft	Rs:		
	Providin and fixing fan dimmer 220/240 volts fan necessary connection etc complete (China made)		orted make wit	h				
	=		24 Nos		P.No	Rs:		
			7		Total (B)	Rs:		
	Contractor		Assista	nt Engineer				
				Works Divis				
			Shahaad	Ronaziraha	d			

Dr	aft Bidding Docur	ment for Works up to 2.5 M			F. 62
An	nount TOTAL (a	) · · · · · · · · · · · · · · · · · · ·			1
		그 2000년 1200년	nount to be added premium quoted.	deducted on the ba	
	239				,*
Со	entractor	Execu	tive Engineer/I	Procuring Agend	cy
	(B)	Description and rate of Items based	l on Market (O	ffered rates)	
tem No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	E .				

Item No	Quantities	em to be executed at site	Rate	Unit	Amount in Rupees
	7	_			
	16			-	
*					

Total (B) in words & figures:

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

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Executive Engineer
Execution Works Division Agency

# NG DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 750/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Elementary (Electric Works)
		<u>Package-8</u> GBELS Attuar Khan Jokhio, GGELS Himmat Ali shah, GBELS Muhammad Afzal Brohi.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabsha District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.275 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 13750/=
)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
1)	Percentage, if any to be deducted from Bills.	3%
)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Kho
		Garden Nawabshah @ 1:00 P.m
()	Time for completion from written order of Commerce.	02 Months.
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding
n)	Name of Contractor / Agency (Tender ssued)	10%)
1)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof the	e
	Amounting to Rs.	
	Rates	
į	A	
H	В	

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EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

#### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

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

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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

# Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

# (C) Uncorrected Defects:

- "(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

# **BILL OF QUANTITIES**

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

Item No	Quantities	Description of item	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
	X I				
	•				1
					1
				1	

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Education Works Division Shahaed Benazir Abad.



#### Page 1

# Schedule "B"

Name of work:-

M/R to GBELS Attur Khan Jokhio, GGELS Himmat Ali Shah Taluka Nawabshah, GBELS Muhammad Afzal Brohi Taluka daur ( Package No. 08 (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/. (3/4") channel patti on surface as re			20 mm			
			= 108 Points	910.00	P.Point	Rs	: 98280.00
2	Providing and laying (Main or Sub-M core copper conductar 250/440		) PVC insulated with s olts size 2-7/.029 (SIN		06)		
			= 150 Meter	118.00	P.Meter	Rs	: 17700.00
4	Providing and laying (Main or Sub-M coper copper conductor 250/ (SINO: 47/P.No: 06)		) PVC insulated with si volts size (2-7/0.44)	T			
			= 240 Meter	213.00	P.Meter	Rs	: 51120.00
5	Providing and fixing one way SP 5 am	ıp s	witch flush type (SIN	D: 219/P-33	)		
6	Providing and fixing two pin SP 5 an	np	= 108 Nos plug and socket (SINC	54.00 ): 222/P-33)	P.Nos	Rs	: 5832.00
7	Providing and fixing Brass pendant	-	= 18 Nos p holder. (SINO: 229/	80.00 (P-33)	P.Nos	Rs	1440.00
8	Providing and fixing three pin Samps	_	= 66 Nos g and sockets (SINO:	74.00 226/P-33)	P.No	Rs:	4884.00
		- " -	6 Nos	151.00	P.No	Rs:	906.00
9	Providin and fixing Baklite ceiling	Ro	se with two terminal	s (SINO:	228,P-33)		
		-	42 Nos	72.00	P.No	Rs:	3024.00
	Providing and fixing cercuit breacker DP (TB-55) on prepared board as requ						
		=	24 Nos	916.00	P.No	Rs:	21984.00
	Providing and fixing cercuit breaker 6, on prepared board as required (SINO:			mp SP (TB)			
		Ξ	3 Nos	2456.00	P.No	Rs:	7368.00
					Total Rs:		212538.00

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Page 2

S.No	Description	Qu	antity	Rate	Unit	Amount
1	PART (B) Non -Schedule Items)  Providing and fixing Energy Saver existing holder etc complete. (R.A)	Superior qual	ity including	fixing on		
		=	60 Nos		P.No	Rs:
2	Providing and fixing wall / Ceiling in	nounted light	fancy type	Superior qu	ality	
	including necessary electric connec	tionan with h	older withou	t energy sev	er (R.A)	
			40.11		DAI	B
2	Description and finite distribution to	=	12 Nos		P.No	Rs:
3	Providing and fixing distribution boar circuit breacker and bush bar inclu-					
		=	6 Sft		P.Sft	Rs:
					Total (B)	Rs:
	Contractor		Education	tive Engineer n Works Divisi d Benazirabad		

Draft Bidding	Document for Wor	ks up to 2.5 M				*
Amount TOT	'AL (a)				- 1	
AU 900 11 11 11 11 11 11 11 11 11 11 11 11 1		on the rates of CSR.	Amount to be Of premium o		ted on the basis TOTAL (b)	
1						
Contractor		E	xecutive Engi	neer/Procur	ing Agency	
	4				i	
#1 #1 #2 #86	(B) Description	n and rate of Items	oased on Marl	ket (Offered	rates)	
No Quantitie	Detected	on of item to be execute	d at Rate		Unit	

Item No	Quantities		em to be executed at site	Rate	Unit	Amount in Rupees
я	*	:				
						1
						!
1						

Total (B) in words & figures:

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

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Executive Engineer
Execution Works Division Agency
Shaheed Benazir Abade

# STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 750/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Elementary (Electric Works)
		<u>Package-9</u> GGMS Aminabad, GGMS Punhal Khan Chandio, GBMS Allah Rakhio Jamali, GBPS Pir Paryal Shah.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabshal District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.275 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 13750/=
f)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
h)	Percentage, if any to be deducted from Bills.	3%
i)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
j)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah
		@ 1:00 P.m
k)	Time for completion from written order of Commerce.	02 Months.
I)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%)
m)	Name of Contractor / Agency (Tender issued)	10.4)
n)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof the	Β
	Amounting to Rs.	
	Rates	
	A	· ·
	В	

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EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

# General Rules and Directions for the Guidance of Contractors.

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

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

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

 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.
- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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Executive Engineer
Education Works Division
Shaheed Benazir Abad.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

# Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

# Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
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- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

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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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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# 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

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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;

If any work is covered up or placed beyond the reach of measurement without such (B) notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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)



competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

#### BILL OF QUANTITIES

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

Item No.	Quantities	Description of i	tem to be executed at site	Rate	Unit	Amount in Rupees
1	2		3	4	5	6
*						1
	*					

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CONTRACTOR



# Page 1 SCHEDULE 'B'

Name of work:-

M/R to GGMS Aminabad , GBPS Pir Paryal Shah , GBMS Allah Rakhio Jamali Taluka Sakrand Package No. 09) (Electric Work)

S.No	Description	Qu	antity	Rate	Unit		Amount	
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.0 (3/4") channel patti on surface as req			20 mm			-	
2	Providing and laying (Main or Sub-Ma				P.Point	Rs	:: 98280.00	
	core copper conductar 250/440		-7/.029 (SINC	118.00	P.Meter	Rs	: 17700.00	
	Providing and laying (Main or Sub-Ma coper copper conductor 250/4 (SINO: 47/P.No: 06)							
	Providing and fixing one way SP 5 amp		240 Meter sh type (SINC	213.00 D: 219/P-33	P.Meter	Rs	: 51120.00	
5	Providing and fixing two pin SP 5 amp		108 Nos socket (SINO	54.00 : 222/P-33	P.Nos ).	Rs	: 5832.00	
6	Providing and fixing Brass pendant la	= mp holder	18 Nos . (SINO: 229/	80.00 P-33)	P.Nos	Rs:	1440.00	
7	Providing and fixing three pin Samps p	= lug and soo	66 Nos kets (SINO: 2	74.00 226/P-33)	P.No	Rs:	4884.00	
8 F	Providin and fixing Baklite ceiling Rose	= with two t	6 Nos erminals (SI	151.00 NO: 228,P	P.No -33)	Rs:	906.00	
		=	42 Nos	72.00	P.No	Rs:	3024.00	
	Providing and fixing cercuit breacker 6, DP (TB-55) on prepared board as requi			0.7				
10 P	Providing and fixing cercuit breaker 6,1		24 Nos	916.00	P.No	Rs:	21984.00	
	on prepared board as required (SINO: 2	04-P-31)					7242.00	
		=	3 Nos	2456.00		KS:	7368.00	_
	The state of the s				Total Rs:		212538.00	

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Page 2 Amount Unit Description Quantity Rate S.No PART (B) Non -Schedule Items) 1 Providing and fixing Energy Saver Superior quality including fixing on existing holder etc complete. (R.A) P.No 60 Nos Rs: 2 Providing and fixing wall / Ceiling mounted light fancy type Superior quality including necessary electric connectionan with holder without energy sever (R.A) 12 Nos P.No Rs: 3 Providing and fixing distribution board doubdle shutter for accommodate circuit breacker and bush bar including painting and enamalled paint 6 Sft P.Sft Rs:

Contractor

Executive Engineer Education Works Division Shaheed Benazirabad

Total (B)

Rs:

Dr	aft Bidding Docum	nent for Works up to 2.5 M		,	
à		-			i i
An	nount TOTAL (a)	)			
		5			
	%	above/below on the rates of CSR.	Amount to be add	ed/deducted on the b	pasis
	1		Of premium quote		AL (b)
	Tot	al (A) = a+b in words & figures:			
		v			
	250				
Co	ntractor	Exe	ecutive Enginee	r/Procuring Agen	icv
			2		,
					!
	(B) 1	Description and rate of Items ba	sed on Market (	Offered rates)	
					<u> </u>
tem No	Quantities	Description of item to be executed site	at Rate	Unit	Amount in Rupees
	4 (0)	1 :			
-		•			
					1
- 1				1	1.5

Total (B) in words & figures:

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CONTRACTOR

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Executive Engineer
Execution Works Division gency

# DDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# NG DOCUM

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

## **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 750/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Elementary (Electric Works)
		<u>Package-10</u> GBMS Usman Hotipoto, GBMS Saadique Bhatti, GBMS M Muhammad Juno.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawab District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.350 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 17500/=
f)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
h)	Percentage, if any to be deducted from Bills.	3%
)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at K Garden Nawabshah
		@ 1:00 P.m
k)	Time for completion from written order of Commerce.	02 Months.
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceed 10%)
n)	Name of Contractor / Agency (Tender issued)	10%)
1)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof the	е
	Amounting to Rs.	
	Rates	
Ü	A	
	B	

CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

#### Page 1

# Schedule "B"

Name of work:-

M/R to GBELS Usman Othipoto, GBMS Sadique Bhatti, GBMS Mir Muhammad Juno Taluka Qazi Ahmed ( Package No. 10) (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount	
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.0 (3/4") channel patti on surface as rec			20 mm				
			= 132 Points	910.00	P.Point	Rs	: 120120.00	
2	Wiring for Call bell point with 3/.029 (3/4") channel patti on surface as rec			mm				
3	Providing and laying (Main or Sub-Macore copper conductor 250/440	1000	= 3 Point ) PVC insulated with solts size 2-7/.029 (SINO		P.Point	Rs	: 4770.00	
			= 300 Meter	118.00	P.Meter	Rs	35400.00	
	Providing and laying (Main or Sub-Ma coper copper conductor 250/4 (SINO: 47/P.No: 06)		) PVC insulated with si volts size (2-7/0.44)					
5	3x100 Providing and fixing one way SP 5 am	ıp :	= 300 Meter switch flush type (SIN	213.00 D: 219/P-33	P.Meter	Rs	63900.00	
6	Providing and fixing two pin SP 5 am	1 -	= 132 Nos plug and socket (SINC	54.00 ): 222/P-33)	P.Nos	Rs:	7128.00	
7	Providing and fixing Brass pendant		= 24 Nos np holder. (SINO: 229)	80.00 /P-33)	P.Nos	Rs:	1920.00	
8	Providing and fixing three pin Samps	1 -	= 81 Nos ig and sockets (SINO:	74.00 226/P-33)	P.No	Rs:	5994.00	
9	Providin and fixing Baklite ceiling	-	= 10 Nos se with two termina		P.No   228,P-33)		1510.00	
	Providing and fixing cercuit breacker	6,1		amps	P.No	Rs:	3672.00	
ı	OP (TB-55) on prepared board as requ	-	ed. (SINO: 203, /Page N		P.No	Rs:	18320.00	
	Providing and fixing cercuit breaker 6, on prepared board as required (SINO:			amp SP (TB)				
	Providing and fixing circuit bracker 15 XE-100CS)(CB) on prepared board a		),30,40,50 & 60 amo T		P.No	Rs:	9824.00	
		-	2 Nos	5521.00	P.No	Rs:	11042.00	
			i.		Tatal D		202600.00	

**CONTRACTOR** 

Total Rs: 283600.00

Page 2

S.No	Description	Qu	antity	Rate	Unit	Amount	
	PART (B) Non -Schedule Items)						
1	Providing and fixing Energy Saver Su existing holder etc complete. (R.A)	uperior qual	lity including	fixing on			
	`	=	60 Nos		P.No	Rs:	
2	Providing and fixing wall / Ceiling moincluding necessary electric connection		The second second	Carried Carried Carried	The state of the s		
		=	9 Nos		P.No	Rs:	
	Providing and fixing distribution board circuit breacker and bush bar includi						
		=	6 Sft		P.Sft	Rs:	
	,		4		Total (B)	Rs:	
	Contractor			utive Engineer	-		
				ad Danazirahad	557		

- De	oft Bidding Dogum	agent for Works up to 25 M			
Dr	art Bidding Docun	nent for Works up to 2.5 M			
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An	nount TOTAL (a				
		·			
			or in their ordinal va		
	······································		nount to be added premium quoted.	l/deducted on the b	asis AL (b)
	Tot	al (A) = a+b in words & figures:	promise desired		(-)
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	200				
					J.
		_			
Co	ntractor	Execu	tive Engineer/	Procuring Agen	су
*:					i
- 1	(B) I	Description and rate of Items based	l on Market (O	offered rates)	
90					
m No	Quantities	Description of item to be executed at	Rate	Unit	·
m No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in
m No	Quantities		Rate	Unit	Amount in Rupees
m No	Quantities		Rate	Unit	
m No	Quantities		Rate	Unit	
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em No	Quantities				

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities. Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

# Instructions to Bidders/ Procuring Agencies.

#### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the 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.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

#### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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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;

If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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Education Works Division Shaheed Benazir Abad.



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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

#### BILL OF QUANTITIES

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

Item No	Quantities	Description of	item to be e site	executed at	Rate	Unit	Amount in Rupees
- 1	2		3		4	5	6
				.		1	
		1					1
-							1
	1,, 6						

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STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		1	ender Issued to	
			DR No Dated	Rs. 750/=
a)	Name of Procuring Agency	, 8 F	Executive Engineer, Education Shaheed Benazirabad.	Works Division,
b)	Brief Description of Work	4	M&R Programme 2016-17 Maintenance & Repair (2016-	17)
			Secondary (Electric Works)	
				e Centre (TRC) Nawabshah, GGHS Ghullam I Nawabshah (Office Block), GBHS Housing
c)	Procuring Agency's Address		Executive Engineer, Education District Shaheed Benazirabad.	Works Division At Khoja Garden Nawabshah
d)	Estimated Cost		Rs. 0.330 million	
e)	Amount of Bid Security (fill in lump su bid amount/estimated cost equal to 59		5% Rs. 16500/=	
f)	Period of Bid Validity		90 Days	
g)	Security Deposit (i/c Bid Security) (in amount/Estimated Cost equal to 5%)	%age of Bid	5%	
1)	Percentage, if any to be deducted from	n Bills.	3%	
)	Dead Line for submission of Bids alon	gwith time	@ 12:00 Noo	on
)	Venue, Time and Date of Bid Opening		Office of the Executive Engineer Garden Nawabshah	, Education Works Division situated at Khoja
				@ 1:00 P.m
()	Time for completion from written order	of Commerce.	02 Months.	
)	Liquidity damages		(0.05 of Estimated cost of Bid co 10%)	st per day of delay, but total not exceeding
n)	Name of Contractor / Agency (Tender	issued)	10 76)	
)	Deposit Receipt No. Date amount (in v	vords &Figures)		
	Call deposit Nodate	dof the		
	Amounting to Rs.			
	Rates			
	A		,	
	В	_		

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

#### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

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

- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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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 prorate basis.

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

#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

#### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\*Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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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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- (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

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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.

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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

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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.

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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

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

### BILL OF QUANTITIES

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

Item No	Quantities	Descr	ription o	f item to be site	e executed at	Rate	Unit	Amount in Rupees
1	2	i	:	3		4	5	6
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### Page 1

### SCHEDULE 'B'

Name of work:-

M/R to Teachers Resource Centre (TRC) N'Shah, GGHS Ghulam Hyder Shah Colony N'Shah, GGHS Court Road N"Shah, GBHS Housing Society N'Shah (Package No. 11) (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC ir (3/4") channel patti on surface as required (Si						
		=	132 Points	910.00	P.Point	Rs	120120.00
2	Wiring for Call bell point with 3/.029 PVC insu (3/4") channel patti on surface as required (SI						
		=	4 Point	1590.00	P.Point	Rs	6360.00
3	Providing and laying (Main or Sub-Main) PVC core copper conductar 250/440 volts size			06)			
		=	200 Meter	118.00	P.Meter	Rs	23600.00
4	Providing and laying (Main or Sub-Main) PVC coper copper conductor 250/440 volt (SINO: 47/P.No: 06)						The state of the s
	0.15	=	280 Meter	213.00	P.Meter	Rs:	59640.00
5	Providing and fixing one way SP 5 amp switch	i flush type	(SINO: 219/P-33	)			
		=	132 Nos	54.00	P.Nos	Rs:	7128.00
)	Providing and fixing two pin SP 5 amp plug a	and socket	(SINO: 222/P-33)	).			
		=	24 Nos	80.00	P.Nos	Rs:	1920.00
7	Providing and fixing Brass pendant lamp ho	lder. (SINO:					
		=	81 Nos	74.00	P.No	Rs:	5994.00
	Providing and fixing three pin 5amps plug and	sockets (SI	NO: 226/P-33)				
		=	10 Nos	151.00	P.No	Rs:	1510.00
1	Providin and fixing Baklite ceiling Rose with tw	vo terminals	(SINO: 228,P-3	3)			
		=	51 Nos	72.00	P.No	Rs:	3672.00
	Providing and fixing cercuit breacker 6,10,15,2						
1	OP (TB-55) on prepared board as required. (SI	NO: 203, /P	age No: 31)				
		=	20 Nos	916.00	P.No	Rs:	18320.00
	Providing and fixing cercuit breaker 6,10,15,20 on prepared board as required (SINO: 204-P-3		63 amp SP (TB)				
		=	4 Nos	2456.00	P.No	Rs:	9824.00
	Providing and fixing circuit bracker 15,20,30,40 XE-100CS)(CB) on prepared board as required						
		=	2 Nos	5521.00	P.No	Rs:	11042.00
			***				
			92(3-1)		Total Day		260120.00

Total Rs:

269130.00

CONTRACTOR

Page 2

S.No	Description		Quantity	Rate	Unit	Amount
	PART (B) Non -Schedule Items)					
1	Providing and fixing Energy Saver Superior quexisting holder etc complete. (R.A)	uality inc	cluding fixing on			
		=	60 Nos		P.No	Rs:
	Providing and fixing distribution board doubdle circuit breacker and bush bar including paint					
	9.	=	6 Sft		P.Sft	Rs:
	al .				Total (B)	Rs:
	Sub-Engineer		Education	tive Engineer n Works Divis d Benaziraba	sion	

Dr	aft Bidding Docum	ent for Works up to 2.5 M		д.	
A	nount TOTAL (a)				i
Au	iount TOTAL (a)	***			
	% a	bove/below on the rates of CSR.	Amount to be added	i/deducted on the ba	sis
		I (A) = a+b in words & figures:	Of premium quoted	. TOTA	L (b)
					1
Co	ntractor	E	xecutive Engineer/	Procuring Agend	у
2		2.0		0 0	1
	(B) D	escription and rate of Items	based on Market (C	Offered rates)	
				,	
m No	Quantities	Description of item to be execute	ed at Rate	Unit	Amount Rupees
					Rupees
	0. 45				-
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	8				1
	y F				
			Total (B) in v	vords & figures:	
			Total (B) in v		
è			Total (B) in v		1

CONTRACTOR

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities. Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

NG DOCUME

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

### **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 750/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Secondary (Electric Works)
		Package-12 Govt. D.C High School Nawabshah (Auditorium), GBHS 5th Mile.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabshah District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.250 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 12500/=
f)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
h)	Percentage, if any to be deducted from Bills.	3%
i)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
j)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Khoja Garden Nawabshah
		@ 1:00 P.m
k)	Time for completion from written order of Commerce.	02 Months.
I)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding
m)	Name of Contractor / Agency (Tender issued)	10%)
n)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof the	9
	Amounting to Rs.	
	Rates	
	A	
	B	

CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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.

- 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

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ducation Works Division Shaheed Benazir Abad.



and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the 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.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

# Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) "Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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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:

- In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

### BILL OF QUANTITIES

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

Item No	Quantities	Description of	fitem to be site	executed at	Rate	Unit	Amount in
1	2		3	2000	4	5	6
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Education Works Division Shaheed Benazir Abad.

# Schedule "B"

Name of work:-

M/R to Govt: D.C High School Auditorium Hall N'Shah Taluka N'Shah, GBHS 5th Mile Taluka Sakrand (Package No. 12) (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount	į.
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/. (3/4") channel patti on surface as re			20 mm				
2	Wiring for Call bell point with 3/.029 (3/4") channel patti on surface as re			910.00 mm	P.Point	Rs	s: 59150.00	
3	Providing and laying (Main or Sub-M core copper conductor 250/440		= 2 Point ) PVC insulated with s olts size 2-7/.029 (SIN		P.Point	Rs	: 3180.00	
4	Providing and laying (Main or Sub-M coper copper conductor 250/ (SINO: 47/P.No: 06)		= 200 Meter ) PVC insulated with s ) volts size (2-7/0.44)	7	P.Meter	Rs	: 23600.00	
5	Providing and fixing one way SP 5 an	np :	= 200 Meter switch flush type (SIN	213.00 O: 219/P-33	P.Meter 3)	Rs	: 42600.00	
6	Providing and fixing two pin SP 5 an	np	= 150 Nos plug and socket (SINC	54.00 D: 222/P-33	P.Nos	Rs	: 8100.00	
7	Providing and fixing Brass pendant		= 30 Nos np holder. (SINO: 229)	80.00 /P-33)	P.Nos	Rs	2400.00	
8	Providing and fixing three pin 5amps	plu	= 81 Nos ig and sockets (SINO:	74.00 226/P-33)	P.No	Rs:	5994.00	
9	Providin and fixing Baklite ceiling	-	= 10 Nos se with two termina	151.00 ls (SINO:	P.No 228,P-33)		1510.00	
	Providing and fixing cercuit breacker DP (TB-55) on prepared board as req				P.No	Rs:	3672.00	
	Providing and fixing cercuit breaker 6 on prepared board as required (SINO		,15,20,30,40,50 & 63	916.00 amp SP (TB	P.No	Rs:	25648.00	
		-	2 Nos	2456.00	P.No	Rs:	4912.00	
	Providing and fixing circuit bracker 15 (XE-100CS)(CB) on prepared board a							
	9	-	2 Nos	5521.00	P.No	Rs:	11042.00	
					T		101000 00	

Total Rs:

191808.00

CONTRACTOR

Page 2

S.No	Description	, (	Quantity	Rate	Unit	Amount
	PART (B) Non -Schedule Items)					•
1	Providing and fixing Energy Saver Sexisting holder etc complete. (R.A)	uperior qu	ality including	fixing on		
	4	=	40 Nos		P.No	Rs:
2	Providing and fixing distribution board	d doubdle	shutter for acc	commodate		
	circuit breacker and bush bar includ	ing painti	ng and enama	lled paint		
	**	=	2 Sft		P.Sft	Rs:
					Total (B)	Rs:
	Contractor		Jee	La Engin	eer	
	Contractor		Education	works L Denazijs	ivision bad.	

Dr	raft Bidding Docum	ent for Works up to	o 2.5 M			
		9				1
Aı	mount TOTAL (a)	)				
-		above/below on the	Of	ount to be added premium quoted.	deducted on the back TOTA	
	Tot	al (A) = a+b in wo	rds & figures:			
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,						
	4					
Co	ontractor	2 1	Execut	ive Engineer/I	Procuring Agenc	у
			sa sa			1
	(B) I	Description and	rate of Items based	on Market (O	ffered rates)	
						*
Item No	Quantities	Description of	item to be executed at	Rate	Unit	T
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				Total (B) in w	ords & figures:	
	ï			Total (B) in w	ords & figures:	

CONTRACTOR

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities. Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

# NG DOCUM

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 500/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Secondary (Electric Works)
		Package-13 GGHS 60-Mile, GBHS Kandiari.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawabsh District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.200 million
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 10000/=
f)	Period of Bid Validity	90 Days
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%
n)	Percentage, if any to be deducted from Bills.	3%
)	Dead Line for submission of Bids alongwith time	@ 12:00 Noon
)	Venue, Time and Date of Bid Opening	Office of the Executive Engineer, Education Works Division situated at Kho Garden Nawabshah  @ 1:00 P.m
()	Time for completion from written order of Commerce.	02 Months.
)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%)
n)	Name of Contractor / Agency (Tender issued)	
)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Noof th	e
	Amounting to Rs.	
	Rates	
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CONTRACTOR

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

Clause 4: Possession of the site 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 date of commencement will be accordingly.

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

### (C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

# BILL OF QUANTITIES

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

Item No	Quantities	Description of i	tem to be executed at site	Rate	Unit	Amount in Rupees
1	2 .		3	4	5	6 .
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		* 150				
	F.					

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Education Works Division Shahaed Benazir Abad.

### Page 1

# Schedule "B"

Name of work:-

M/R to GGHS 60 Mile, GBHS Kandiari Taluka Daur ( Package No. 13) (Electric Work)

S.No	Description		Quantity	Rate	Unit		Amount	
1	PART "A"SCHEDULE ITEMS Wiring for light or fan point with 3/.029 PVC (3/4") channel patti on surface as required (5	A STATE OF THE STA						
		=	65 Points	910.00	P.Point	Rs	: 59150.00	
2	Wiring for Call bell point with 3/.029 PVC ins (3/4") channel patti on surface as required (5							
3	Providing and laying (Main or Sub-Main) PVicore copper conductar 250/440 volts s		700 000 TO TO THE TO SERVICE OF THE PARTY OF	1590.00	P.Point	Rs	: 3180.00	
4	Providing and laying (Main or Sub-Main) PVC coper copper conductor 250/440 vo			118.00	P.Meter	Rs	: 16520.00	
5	(SINO: 47/P.No: 06)  Providing and fixing one way SP 5 amp switch	=	120 Meter	213.00	P.Meter	Rs:	25560.00	
6	Providing and fixing two pin SP 5 amp plug	= and socket	150 Nos (SINO: 222/P-33)	54.00	P.Nos	Rs:	8100.00	
7	Providing and fixing Brass pendant lamp h	= older. (SINO	30 Nos : 229/P-33)	80.00	P.Nos	Rs:	2400.00	
8	Providing and fixing three pin 5amps plug and	= d sockets (S	81 Nos INO: 226/P-33)	74.00	P.No	Rs:	5994.00	
9 1	Providin and fixing Baklite ceiling Rose with	= wo terminals	10 Nos (SINO: 228,P-3	151.00 3)	P.No	Rs:	1510.00	
	Providing and fixing cercuit breacker 6,10,15, DP (TB-55) on prepared board as required. (\$			72.00	P.No	Rs:	3672.00	
	Providing and fixing cercuit breaker 6,10,15,2 on prepared board as required (SINO: 204-P-		28 Nos 63 amp SP (TB)	916.00	P.No	Rs:	25648.00	
	Providing and fixing circuit bracker 15,20,30,4 XE-100CS)(CB) on prepared board as require			2456.00	P.No	Rs:	4912.00	
,		=	2 Nos	5521.00	P.No	Rs:	11042.00	
	4		Ti.		Total Rs:		167688.00	

CONTRACTOR

Page 2

S.No	Description		Quantity	Rate	Unit		Amount	-
	PART (B) Non -Schedule Items)	-						
1	Providing and fixing Energy Saver Superior existing holder etc complete. (R.A)	quality inclu	uding fixing on					
		=	40 Nos		P.No	Rs:		
2	Providing and fixing distribution board doubdle circuit breacker and bush bar including pair							
	×	=	2 Sft		P.Sft	Rs:		i i
			,		Total (B)	Rs:		
	Contractor		Execut	) ive Enginee	<b>&gt;</b>			
			Education	n Works Divi	ision			

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Am	ount TOTAL (a)					
	305 TF	bove/below on the $I(A) = a+b$ in we	0	mount to be added/ f premium quoted.	deducted on the ba TOTA	
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Co	ntractor	kg.	Even	utive Engineer/P	rocuring Agenc	·v
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						1
		-	d rate of Items base			
No	(B) D	-	d rate of Items base fitem to be executed at site	d on Market (Of	fered rates) Unit	The state of the s
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No	Quantities	Description of	f item to be executed at	Rate		Amount

CONTRACTOR

Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Executive Engineer

Execution Works Division Agency

NG DOCUME

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		Tender Issued to
		DR No DatedRs. 500/=
a)	Name of Procuring Agency	Executive Engineer, Education Works Division, Shaheed Benazirabad.
b)	Brief Description of Work	M&R Programme 2016-17 Maintenance & Repair (2016-17)
		Secondary (Electric Works)
		Package-14 GBHS Noor Muhammad Jamali, GBHS Daulatpur.
c)	Procuring Agency's Address	Executive Engineer, Education Works Division At Khoja Garden Nawab District Shaheed Benazirabad.
d)	Estimated Cost	Rs. 0.200 million
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		Garden Nawabshah @ 1:00 P.m
k)	Time for completion from written order of Commerce.	02 Months.
l)	Liquidity damages	(0.05 of Estimated cost of Bid cost per day of delay, but total not exceed
m)	Name of Contractor / Agency (Tender issued)	10%)
n)	Deposit Receipt No. Date amount (in words &Figures)	
	Call deposit Nodatedof th	e
	Amounting to Rs.	
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EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

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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.

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- 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.

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Executive Engineer
Education Works Division
Shaheed Benazir Abad.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

# Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:
  - 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 date of commencement will be according sanction to estimates. In such case, either changed or period of completion is to be extended accordingly.

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

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

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

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
  - The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.
  - All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

#### Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) \*\* Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

## (C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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CONTRACTOR



competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

#### BILL OF QUANTITIES

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

Item No	Quantities		m to be executed at site	Rate	Unit	Amount in Rupees
1	2	†!	3	4	5	6
A 540	á l					
*						
						1
					9	
						*

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Shahaed Benazir Abad.

# Schedule "B"

Name of work:-

M/R to GBHS Noor Muhammad Jamali, Taluka Sakrand GBHS Daulatpur Qazi Ahmed ( Package No. 14) (Electric Work)

Wiring for Call bell point with 3/.029 PVC insulated wire in 20 mm  (3/4") channel patti on surface as required (SINO: 131/P-15)  = 2 Point 159  3 Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  = 120 Meter 118  4 Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)	0.00	P.Point	Rs:	59150.00
2 Wiring for Call bell point with 3/.029 PVC insulated wire in 20 mm (3/4") channel patti on surface as required (SINO: 131/P-15)  = 2 Point 159  3 Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  = 120 Meter 116  4 Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213		P.Point	Rs:	59150.00
Wiring for Call bell point with 3/.029 PVC insulated wire in 20 mm  (3/4") channel patti on surface as required (SINO: 131/P-15)  = 2 Point 159  Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2  (SINO: 47/P.No: 06)  = 140 Meter 213		P.Point	Rs:	59150.00
(3/4") channel patti on surface as required (SINO: 131/P-15)  = 2 Point 159  3 Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  = 120 Meter 110  4 Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213	90.00			
= 2 Point 159  3 Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  = 120 Meter 118  4 Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213	90.00			
Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  = 120 Meter 110  Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213	90.00			
Providing and laying (Main or Sub-Main) PVC insulated with single core copper conductar 250/440 volts size 2-7/.029 (SINO: 45/P.No: 06)  = 120 Meter 110  Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213	0.00	P.Point	Rs	3180.00
Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213		T II OHN	110.	0100.00
Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213				
Providing and laying (Main or Sub-Main) PVC insulated with sigle core coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06)  = 140 Meter 213	0.00	P.Meter	D-	14460.00
coper copper conductor 250/440 volts size (2-7/0.44) 10mm2 (SINO: 47/P.No: 06) = 140 Meter 213	8.00	P.ivieter	RS.	14160.00
5 Providing and fixing one way SP 5 amp switch flush type (SINO: 219/P-33)	3.00	P.Meter	Rs:	29820.00
= 150 Nos 54	.00	P.Nos	Rs:	8100.00
6 Providing and fixing two pin SP 5 amp plug and socket (SINO: 222/P-33).			1.170	
	.00	P.Nos	Rs:	2400.00
7 Providing and fixing Brass pendant lamp holder. (SINO: 229/P-33)				
= 81 Nos 74.	.00	P.No	Rs:	5994.00
8 Providing and fixing three pin 5amps plug and sockets (SINO: 224/P-33)				
= 10 Nos 151	00	P.No	De	1510.00
9 Providin and fixing Baklite ceiling Rose with two terminals (SINO: 228,P-33)	.00	1.140	No.	1310.00
= 51 Nos - 72.	00	P.No	Rs:	3672.00
Providing and fixing cercuit breacker 6,10,15,20,30,40,50 & 63 amps DP (TB-55) on prepared board as required. (SINO: 203, /Page No: 31)				
Dr (10-33) on prepared board as required. (SINO. 203, 7-age No. 31)				
= 28 Nos 916.	.00 F	P.No	Rs:	25648.00
11 Providing and fixing cercuit breaker 6,10,15,20,30,40,50 & 63 amp SP (TB)				
on prepared board as required (SINO: 204-P-31)		i		
= 2 Nos 24	456.00	P.No	Rs:	4912.00
12 Providing and fixing circuit bracker 15,20,30,40,50 & 60 amo TP		1		
(XE-100CS)(CB) on prepared board as required (SINO: 206/P-31)				
= 2 Nos 5521.	00 P	) No		44040.00
2 1103		OVI.	KS'	11042.00
	.00	P.No	KS:	11042.00

Total Rs:

169588.00

CONTRACTOR

Page 2

S.No	Description		Quantity	Rate	Unit	Amount	
	PART (B) Non -Schedule Items)						
1	Providing and fixing Energy Saver Superior que existing holder etc complete. (R.A)	ality incl	uding fixing on				
		=	40 Nos		P.No	Rs:	1
2	Providing and fixing distribution board doubdle scircuit breacker and bush bar including painting						
		=	2 Sft		P.Sft	Rs:	
	(						-
	((e)				Total (B)	Rs:	
			pe	42			
	Contractor			tive Engineer in Works Divisi	on		
			Shahee	ed Benazirabad	I		

Dr	aft Bidding Docum	ent for Wor	ks up to	2.5 M			
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							- 1
An	nount TOTAL (a)						
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		ii (A) – a+i	in word	is & figures:			
	<b>b</b>	ì					
				ī			3
Со	ontractor					/D ' 4	
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	muactor			Execu	itive Engineer	/Procuring Age	ency
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1	(B) I		ion of it	rate of Items base	d on Market (	Offered rates)	Amount in Rupees
	(B) I		ion of it	rate of Items base	d on Market (	Offered rates)	Amount in
	(B) I		ion of it	rate of Items base	d on Market (	Offered rates)	Amount in
	(B) I		ion of it	rate of Items base	d on Market (	Offered rates)	Amount in
1	(B) I	Descript	tion of it	rate of Items base	d on Market (	Offered rates)	Amount in Rupees
1	(B) I	Descript	tion of it	rate of Items base	d on Market (	Offered rates)	Amount in
1	(B) I	Descript	tion of it	rate of Items base	d on Market (	Offered rates)	Amount in Rupees
tem No	(B) D	Descript	tion of it	rate of Items base	d on Market (	Offered rates)	Amount in Rupees

Total (B) in words & figures:

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Draft Bidding Document for Works up to 2.5 M

Contractor of Bill of Quantities.

Executive Engineer/Procuring Agency Summary

Cost of Bid

Amount

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

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

CONTRACTOR

Executive Engineer

# STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

# **BIDDING DATA**

		render issued to			
		DR No	Dated	Rs. 750/=	
a)	Name of Procuring Agency	Executive Eng Shaheed Benz	gineer, Education Work azirabad.	s Division,	
b)	Brief Description of Work	M&R Program Maintenance	nme 2016-17 & Repair (2016-17)		
		Higher Secon	ndary Schools (XI-XII	Classes) (Electric Works)	
		Package-15 G	GGHSS Islamia Nawab	shah, GBHS Bucehri.	
c)	Procuring Agency's Address		ineer, Education Work ed Benazirabad.	s Division At Khoja Garden Nav	wabsł
d)	Estimated Cost	Rs. 0.230 millio	on		
e)	Amount of Bid Security (fill in lump sum amount of in %age of bid amount/estimated cost equal to 5%)	5% Rs. 11500/	/=		
f)	Period of Bid Validity	90 Days			
g)	Security Deposit (i/c Bid Security) (in %age of Bid amount/Estimated Cost equal to 5%)	5%			
h)	Percentage, if any to be deducted from Bills.	3%			
i)	Dead Line for submission of Bids alongwith time		@ 12:00 Noon		
j)	Venue, Time and Date of Bid Opening	Office of the Ex Garden Nawab		cation Works Division situated	at Kh
				@ 1:00 P.m	
k)	Time for completion from written order of Commerce.	02 Months.			
I)	Liquidity damages		ited cost of Bid cost pe	r day of delay, but total not exce	eedin
m)	Name of Contractor / Agency (Tender issued)	10%)			
n)	Deposit Receipt No. Date amount (in words &Figures)				
	Call deposit Nodatedof th	ne			
	Amounting to Rs.				
	Rates				
	A				
	В.				

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
SHAHEED BENAZIRABAD

# Instructions to Bidders/ Procuring Agencies.

# General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 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.
- 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

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and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the 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.

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

#### Clause - 3: Termination of the Contract.

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

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- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause - 7: Payments.

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

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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

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reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

## Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

# Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to

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uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

#### (C) Uncorrected Defects:

- "(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

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

# Clause - 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and

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the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned

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

Clause -18: Financial Assistance /Advance Payment.

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

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

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a

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competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accountant** 

Contractor

Executive Engineer/Procuring Agency

#### **BILL OF QUANTITIES**

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

Item No	Quantities	Description of it	em to be site	executed at	Rate	Unit	Amount in Rupees
1	2	, t-	3		4	5	6
1/4 					w w	. 11	
-		4					1
						Ψ.	

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