

# OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION SHAHEED BENAZIR ABAD.

No: XEN(B)/TC/G-55/533 /OF 2017,

S.B.A. Dated :- 02 / 10 / 2017

## NOTICE INVITING TENDERS.

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

### CONDITIONS

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

S.No.	Place, Date & Time Issuing Blank Tender Forms	Place, Date & Time of Opening Sealed Tenders
01	Blank tender forms will be issued on receipt of applications from Office of the Executive Engineer, Buildings Division Shaheed Benazir Abad situated at Khoja Garden Nawabshah from the date of floating tenders in Newspapers upto 23 -10-2017 During office hours & will be received back in same office on 24 -10-2017 upto 12:00 Noon	Sealed Tenders will be Opened in the presence of Procurement Committee, Bidders or their authorized agents who may intend to present at Office of the Executive Engineer, Buildings Division Shaheed Benazir Abad, Situated at Khoja Garden Nawabshah on 24 -10-2017 at 2.00 P.M.

**Note:-** 2<sup>nd</sup> time in Case of un-responded works the next date of issue, received back & opening of tenders shall be 07 -11 -2017 and 08-11 -2017 respectively.

Other Terms & Conditions will remain same.

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD.

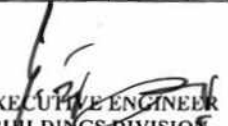
### Copy f.w.cs to:-

1. Director (Adv.) Public Relation Department Govt. of Sindh, Secretariat Block No:96 PAK Karachi for Publication in Urdu, Sindh and English newspapers in one insertion.
2. ✓ Director (A&F), Govt. of Sindh, Sindh Public Procurement Regularity Authority, Planning & Development Department, Karachi., Director General Sindh Public Procurement Regularity Authority, Block-8, Secretariat 4A, Court Road Karachi with a request to please place it on web site.
3. The Deputy Commissioner, Shaheed Benazir Abad.
4. The Superintending Engineer, Works & Services, Shaheed Benazir Abad for information.
5. The Assistant Engineer, Buildings Sub-Division, Nawabshah / Sakrand / Kazi Ahmed and Assistant Engineer, Buildings Sub-Division Electrical, Nawabshah for information and wide publicity. They are requested to submit respective working estimates within seven days and get the same sanctioned by the Competent Authority before works are awarded.
6. Copy to Head Clerk/Divisional Head Draftsman / Divisional Accounts Officer / Notice Board.

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD.

**LIST OF WORKS**

S.NO/ADP NO;	NAME OF SCHEME	ESTIMATED COST	EARNEST MONEY 5%	TENDER FEE	TIME ALLOWED FOR COMPLETION
1/1570	Construction of Taluka Office & other required Building in Kazi Ahmed District Shaheed Benazirabad (2010-2011) (i) External Development.	4.500	225000/-	3000/-	12,Months

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD



GOVERNMENT OF SINDH  
WORKS & SERVICES DEPARTMENT

Karachi, dated the 3<sup>rd</sup> March, 2017

NOTIFICATION

No.E&A(W&S)3-9/91-13: In pursuance of this Department's Notification of even No. dated 11<sup>th</sup> April, 2016 and with the approval of Competent Authority a Procurement Committee with the following composition, in terms of Rule-07 of Sindh Public Procurement Rules-2010 (Amended 2013) in the Office of Executive Engineer, Buildings Division, Shaheed Benazirabad with the following composition:-

- |   |          |
|---|----------|
| 1. Executive Engineer Buildings Division, Shaheed Benazirabad         | Chairman |
| 2. Executive Engineer, Education Works, Shaheed Benazirabad           | Member   |
| 3. Senior Assistant Engineer. Buildings Division, Shaheed Benazirabad | Member   |

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


SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-13

Karachi, dated the 3<sup>rd</sup> March, 2017.

A copy is forwarded for information to:-

01. The Accountant General, Sindh, Karachi.
02. The Managing Director, SPPRA, Karachi.
03. The Chief Engineer (Buildings), Hyderabad.
04. The Chairman / Members of the Committee.
05. The Deputy Director (Monitoring), PM&E Cell, W&SD.
06. P.S to Secretary. W&S Department.
07. Notification file.

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

03/03/17



Ph.#. 0244 9370153

OFFICE OF THE  
**EXECUTIVE ENGINEER BUILDINGS DIVISION**  
**SHAHEED BENAZIRABAD**

No.TC/XEN (B)/

/OF 2017,

Dated:-

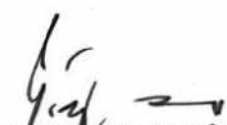
**SUBJECT:- MINUTES OF THE MEETING OF PROCUREMENTS COMMITTEE FOR  
OPENING OF THE TENDERS CALLED VIDE THIS OFFICE NIT NO:TC/G-  
55/503 DATED 02/10/2017 HEDL ON 24-10-2017.**

Meeting of procurement Committee for opening of tenders called by this office N.I.T No. cited above held on 24-10 -2017 in the office of the Executive Engineer Buildings Division Shaheed Benazirabad following member participated in the meeting.

1. (Sikander Ali Soomro)  
Executive Engineer  
Buildings Division  
Shaheed Benazirabad  
Chairman
2. (Haji Parpio Sahito)  
Executive Engineer  
Education Works Division  
Shaheed Benazirabad  
Member
3. (Abudl Rasheed Shaikh)  
Senior Assistant Engineer  
Buildings Division  
Shaheed Benazirabad  
Member

- Tender box was opened in the presence of bidders and the members of tendering committee.
- Total three (03,Nos: bidders participated in each tender .Tenders were opened @ 2.00 PM and signed by all members of the committee.
- Bids were announced loudly and noted by the bidders.

The meeting ended with the vote of thanks to and from the chair.

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

Sr.# / ADP #	Name of Scheme & Estimated Cost	Allocated Funds	Cost of On-Going work (Expenditure already incurred)	Funds earmarked for on-going works	Cost of New works (Components)	Funds for new Works (c-e)	Nature of Procurements	Method of Procurements	Anticipated / Actual date of Advertisement	Anticipated / Actual date of start	Anticipated /Actual Date of completed
A	B	C	D	E	F	G	H	I	J	K	L
1/1570	Construction of Taluka Office & Other required Building in Kazi Ahmed District Shaheed Benazirabad i)Extrnal Development			0.000	4.500	5.830	Works	NIT			

*[Signature]*  
 EXECUTIVE ENGINEER  
 BUILDINGS DIVISION (W&S)  
 SHAHEED BENAZIR ABAD.

# **SPPRA BIDDING DOCUMENT**

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS.**

**(For contracts (small) amounting between Rs.2.5 to Rs. 50 Million)**

**EXECUTIVE ENGINEER BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD**

## BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. Construction of Taluka Office & other required Building in Kazi Ahmed District Shaheed Benazirabad (2010-11 Programme).  
(a) Ext: Development
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.4.500 Million
- (e) Amount of Bid Security 5% Rs.225000/-  
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (60 days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.450000/-  
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.360000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (j) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay but total not exceeding 10%).
- (m) Name of Contractor / Agency \_\_\_\_\_
- (n) Deposit Receipt No. Date Amount  
(In words & figures).

DR. No. \_\_\_\_\_ Rs. 3000/- Dated : - \_\_\_\_\_


Call Deposit No. \_\_\_\_\_ dated \_\_\_\_\_

of the \_\_\_\_\_ amounting to Rs : - \_\_\_\_\_

### Rates.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTRACTOR)

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD.



## BIDDING DATA

(This section should be filled in by the Engineering / Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the instructions to Bidders, Wherever there is a conflict, the provisions herein shall prevail over those in the instructions to Bidders).

### Instructions to Bidders, Clause Reference.

- 1.38 **Name of Procuring Agency.** Executive Engineer Buildings Division Shaheed Benazir Abad.  
(Insert name of the Procuring Agency).
- Brief Description of Works.** Construction of Taluka Office & other required Building in Kazi Ahmed District Shaheed Benazirabad (2010-11 Programme). (a) Ext: Development
- 5.1 (a) **Procuring Agency's address** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.  
(Insert address of the Procuring Agency with Telex / Fax)
- (b) **Engineer's address:** Executive Engineer Buildings Division Shaheed Benazir Abad.  
(Insert address of the Procuring Agency with Telex / Fax) Phone No.02449370153
- 10.3 **Bid shall be quoted entirely in Pak. Rupees.** The payment shall be made in Pak Rupees.
- 11.2 The Bidder has the financial, technical and constructional capability necessary to perform. The Contract as follows: (Insert required capabilities and documents).
- i) Financial Capacity: (must have turnover of Rs. --- Million).
- ii) Technical Capacity: (mention the appropriate category of registration with PEC & qualification & experience of the staff);
- iii) Construction Capacity: (mention the names and number of equipments required for the work);
- 12.1 (a) A detailed description of the works, essential technical and performance Characteristics.
- (b) Complete set of technical information, Description data, literature and drawings as required in accordance with Schedule-B to Bid, Specific Works Data. This include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 **Amount of Bid Security.** Rs.225000/-  
(Fill in lump sum amount or in %age of bit amount / estimated cost, but not below 1% and not exceeding 5%)
- 14.1 **Period of Bid Validity.** 12 Months.  
(Fill in number of days not exceeding 90)
- 14.4 **No. of Copies of the Bid to be submitted.** One Original Plus 13 Copies.
- 14.6 **Procuring Agency's Address for the Purpose of Bid Submission.** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.  
(Insert postal address of location of bid box for delivery by hand).
- 15.1 **Deadline for submission of Bids.** Time 12:00 Pm.
- 16.1 **Venue, Time and Date of Bid Opening.** at Khoja Garden Nawabshah.  
Time 2:00 Pm.
- 16.4 **Responsiveness of Bids:** (i) Bid is valid till required period. (ii) Bid prices are firm during currency of contract / price adjustment; (iii) Completion period offered is within specified limits; (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. "Procuring agency can adopt either of two options" (Select either of them).
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 Months.
- (b) **Price adjustment contract:** In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, Govt.of Sindh, after bid opening during currency of the contract.

(CONTRACTOR)

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD.



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

**Bid Reference No.** Construction of Taluka Office & other required Building in Kazi Ahmed District  
Shaheed Benazirabad (2010-11 Programme). (a) Ext:  
Development

To,

The Executive Engineer,  
Buildings Division,  
Shaheed Benazir Abad.

**Gentlemen.**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

\_\_\_\_\_  
(Name of Bidder) Signature \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**Witness :**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

## FORM OF BID AND SCHEDULES TO BID

### SCHEDULE TO BID INCLUDE THE FOLLOWING:

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

### SCHEDULE – A TO BID

#### SCHEDULE OF PRICES.

<u>Sr.No.</u>		<u>Page No.</u>
1	Preamble of Schedule of Prices.....	24
2	Schedule of Prices.....	26
	(a) Summary of Bid Prices	
	(b) Detailed Schedule of Prices / Bill of Quantities (BOQ).	

[To be prepared by the Engineer / Procuring Agency]

**PREAMBLE TO SCHEDULE OF PRICES.**

**1. General**

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

**2. Description.**

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

**3. Units & Abbreviations.**

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

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

**4. Rates and Prices.**

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

Continued.

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

*Note : (Procuring Agency may modify as appropriate).*

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

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

5. **Bid prices.**

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

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

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

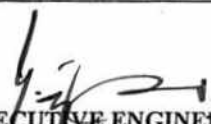
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

(CONTRACTOR)

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD.

SCHEDULE OF PRICES

Name of work :- Construction of Taluka Office & other required Building in Kazi Ahmed District Shaheed Benazirabad (2010-11 Programme). (a) Ext: Development

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

## 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 be reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

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

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

- (A) Procuring Agency / Executive Engineer may terminate the contract if either of the following conditions exist:
- i) Contractor causes a breach of any clause of the Contract;
  - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
  - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid.

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

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

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



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

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

**Clause – 7: Payments.**

- (A) **Interim / Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer – In – Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer – In – Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

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

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



**Clause – 10 Quality Control.**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
- i) In the case of any such failure, the Engineer – In – Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
  - ii) If the Engineer considers that rectification / correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view / beyond the reach without giving notice of not less than 5 days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it un-necessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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



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

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

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

**Clause – 18 Financial Assistance / Advance Payment.**

(A) Mobilization advance is not allowed:


(B) Secured Advance against materials brought at site.

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

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

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

(CONTRACTOR)

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD

## FORM OF CONTRACT AGREEMENT

This contract agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017, between  
Executive Engineer, Buildings Division Shaheed Benazir Abad of the one part and  
\_\_\_\_\_ of the other part.

Whereas, the Procuring Agency is desirous that certain Works, viz "Construction of Taluka Office & other required Building in Kazi Ahmed District Shaheed Benazirabad (2010-11 Programme), (a) Ext: Development", Should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

Now this Agreement witnesses as follows:

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD

(CONTRACTOR)

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIR ABAD.



Name of work :- Construction of Taluka Office & other required Building in Kazi Ahmed District Shaheed Benazirabad (2010-11 Programme). (a) Ext: Development

**SCHEDULE - B.**

Qty.	Items.	Rate.	Unit.	Amount.
<b>PART-A (CIVIL WORK).</b>				
4021 Cft.	1/- Excavation in foundation of building bridges and other structure i/c deg belling refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5' Feet.	@ Rs.3176/25	%0.Cft.	Rs:12772/-
2011 Cft.	2/- Cement concrete, brick or stone ballast 1½" to 2" gauge ratio 1:5:10.	@ Rs:8694/95	%Cft.	Rs:174855/-
191 Cft.	3/- RCC work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also i/cs: all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof, slab, beam, column, rafts, lintels & other structure member laid in situ are precuts laid in position complete in all respects, Ratio 1:2:4.	@ Rs.337/-	P.Cft.	Rs:64367/-
8.526Cwt	4/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from bars.	@ Rs.5001/70	P.Cwt	Rs:42644/-
21404,cft:	5/- Borrow pit excavation undressed lead upto 100'ft ordinary Soil.	@ Rs:2117/50	%ocft:	Rs:45323/-
6789,cft:	6/-Cement concrete brick or stone ballast 1-1/2"to 2" guage 1:6:12.	@ Rs:8122/95	%Cft	Rs:551467/-
4675 Cft	7/- Pacca brick work in foundation and plinth with cement sand mortar in 1:6 ratio.	@ Rs.11948/36	%Cft.	Rs:558586/-
20573,Sft:	8/- Providing & laying 1"thick topping cement concrete 1:2:4 i/c surface finishing and dividing into panels 3"thick.	@ Rs:4411/82	%Sft:	Rs:907644/-
30859 Cft.	9/- Filling watering and ramming new earth excavated outside lead upto 1 chain and lift upto 5' ft.	@ Rs.3630/-	%0.Cft.	Rs:112018/-
5824 Cft.	10/-Cement plaster ½" thick upto 20'height ratio 1:6	@ Rs.2206/60	%Sft.	Rs.128512/-
5824 Cft.	11/-Cement Plaster 3/8"thick uto 20'height ratio 1:4.	@ Rs.2197/52	P.Cft.	Rs:127984/-
104 Cft	12/- Pacca brick work in ground floor in cement sand mortar Ratio 1:6.	@ Rs.12674/36	%Cft.	Rs:13181/-
				<b>Rs:2739353/-</b>

(Continued P/2)



**PART-B (W/S & S/F).**

85 Rft.	1/- Boring for tube well in all water bearing soil from ground level upto 100 feet or 3.5 meter depth i/c sinking and with drawing of casing pipe (a) 80 mm (3" dia).	@	Rs.160/-	P.Rft	Rs.13600/-	
10 Nos.	2/- Const:of Main Hole or inspection chamber for the required diameter of circular sewer and 3'x6" (1067 mm) depth with walls of B.B in cement sand material 1:3 cement plaster 1:6 1/2" thick inside of walls and 1" (25mm) thick over benching and channel i/c fixing C.I. manhole cover with form of clear opening 1-1/2" x 1-1/2" (457x457 mm) of 1.75 Cwt (88.9 Kg) embeds in plain CC 1:2:4 and fixing 1" (25 mm) dia M.S. Steps 6" (150 mm) wide projecting 4" (102 mm) from the face of wall at 12" (305 mm) CC duly painted etc complete as per standard specification & drawing (a) 4" dia to 12" dia 2'x2'x3'-6" .	@	Rs.14748/-	Each	Rs.147480/-	
					<b>Total :-</b>	<b>Rs.161080/-</b>

**PART-C (NON-SCHEDULED ITEMS).**

1 Nos.	1/- Providing Fixing water Pumping set with diamond moter and pump IHP 1400PRM Single Phase 220 volts 2"x1-1/2" suction and delivery 40ft: head i/c base Plate and also making CC 1:3:6 plat form of required base size and fixing with nuts & bolts etc complete in all respects.	@	Rs.18470/00	Each	Rs.18470/-	
80 Rft	9/- P/F UPVC Pipe (Pak Arab) Sch-40 on surface by using clips/saddler/socket/reducer/bush/tee/elbow etc or recessed in masonry,cc or RCC upto 20'ft:height & making good with cc,including curing finishing etc complete as per instruction of the Engineer incharge,specification of the material should meet the requirements of class-B in accordance with the ASTM-D-1784 type 1 grade 1,Rate include all costs of labour material cartage scaffolding/ladder etc complete.	@	Rs:115/-	P.Rft	Rs:9200/-	
100Rft:	1" dia	@	Rs.290/-	P.Rft	Rs:29000/-	
800 Rft	4" dia	@	Rs.385/-	P.Rft	Rs.308000/-	
					<b>Total :-</b>	<b>Rs.364670/-</b>

**(CONTRACTOR)**

  
**EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
SHAHEED BENAZIRABAD**