



NOTICE INVITING TENDER

Sealed tender (Single Stage-One Envelope) is invited on prescribed form from well reputed firms/contractor/service provider meeting with eligibility criteria, viz having registration with FBR for income tax, Sales Tax in case of procurement of goods, registration with SRB in case of procurement of works and services and registration with PEC as the case may be and are not black listed in any procuring agency or authority, for following works;

The Detail of tender is as under;

S#	Name of Work	Estimated Cost	Tender Fee (Non-Refundable)	Earnest Money	Completi on Period
1	Renovation of Canteen, car parking (green shade) nursery and leveling of earth for landscaping at CEAD, MUET, Jamshoro	2.357 Millions	3,000.00	2%	Four Months

The above tender can be obtained upto 29th November, 2017 and will be received back on 30th November, 2017 at 12:30PM and will be opened on same date at 1:00PM

The Tender documents of above work are available on CEAD website (www.cead.edu.pk) and SPPRA website i.e. www.pprasinidh.gov.pk and can be had from the office of undersigned during the date of purchase as mentioned and will be opened on the date of opening as shown above in presence of contractors/Representatives whosoever will be present at that time.

Conditional tender or a tender without the earnest money will not be considered in the competition. Earnest money of the bidders who failed to win the bid shall be returned to the concerned competitor after the procedure of award of contract to the successful bidder is complete.

The Centre reserves the right to reject any or all bids subject to relevant provisions of SPP Rules 2010 (Amended 2013).

Director,
CEAD, MUET, Jamshoro
Copy for kind information to;

1. The Director (A&F) SPPRA, Karachi for publication on SPPRA, Website.
2. Engr. Allah Bux Solangi, Incharge Incharge Executive Engineer (Civil) University of Sindh. Member of PC.
3. The Secretary to Chairman BoG/Vice Chancellor, MUET, Jamshoro.
4. Public Relation Officer, CEAD, MUET, Jamshoro, for publishing in daily newspaper intend with Director.
5. The In-charge System Administrative, CEAD, MUET, Jamshoro for publication on CEAD, MUET, Website

Bhri Khan
Director,
CEAD, MUET, Jamshoro



Centre of Excellence in Arts & Design, MUET, Jamshoro
East Toll Plaza Super Highway, Jamshoro. Engineering Section 022-9213600

No. Dir/CEAD/270/2017
Date: 19th July, 2017

NOTIFICATION:

In-continuation with this office Notification No.CEAD/Dir/144/2014 dated 6th May, 2014, the Chairman, Board of Governors, CEAD//Vice Chancellor, MUET, Jamshoro vide approval No.MUET/VC/2080 dated 18th July, 2017 has pleased to re-constitute the following Procurement Committee for Centre of Excellence in Art & Design, MUET, Jamshoro with immediate effect till further orders;

- | | |
|----------------------------------------------------------------------------------------------|------------------|
| 1. Prof. Dr. Bhai Khan Shar
Director,
CEAD, MUET, Jamshoro | Convener |
| 2. Engr. Allah Bux Solangi
In-charge Executive Engineer,
University of Sindh, Jamshoro | External Member |
| 3. Engr. Mukesh Kumar Vasu
Assistant Engineer,
CEAD, MUET, Jamshoro | Member/Secretary |

The Procurement Committee will act in accordance with SPPRA Rules and to deal with following procurement matters of having value over Rs. 0.10 Million as cost estimates;

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

Bhai Khan
Director,
CEAD, MUET, Jamshoro

Copy with compliments for kind information to:

1. The Managing Director, Government of Sindh SPPRA Karachi.
2. Engr. Allah Bux Solangi, Incharge Executive Engineer University of Sindh, Jamshoro
3. Secretary to Chairman, BoG, CEAD / Vice Chancellor, MUET, Jamshoro.
4. Resident Audit officer, MUET, Jamshoro
5. Deputy Director Finance, CEAD, MUET, Jamshoro

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Director,
CEAD, MUET, Jamshoro

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2017/11/19



Centre of Excellence in Arts & Design, MUET, Jamshoro
East Toll Plaza Super Highway, Jamshoro. Engineering Section 022-2110019

No. Dir/CEAD/18/2016
Date: 14th January, 2016

NOTIFICATION:

It is notified for information to all concerned that in compliance with the Rules 31 of SPPRA the Chairman, Board of Governors, CEAD/Vice Chancellor, MUET, Jamshoro vide approval No.MUET/VC/63 dated 13th January, 2016 has been pleased to constitute the following "**Complaint Redressal Committee**" for Centre of Excellence in Arts & Design, MUET, Jamshoro with immediate effect till further orders;

- | | |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1. Prof. Dr. Bhai Khan Shar
Director,
CEAD, MUET, Jamshoro | Convener |
| 2. Engr. Abdul Qadir Sheikh,
Retired Chief Engineer,
Department, Government of Sindh | Member/Independent Professional from relevant field |
| 3. Engr. Muneer Ahmed Shaikh
Director Finance,
MUET, Jamshoro. | Member |

The Committee will address the complaints of bidders that may occur during the procurement proceeding and give decision of the complaint within seven days and communicate to bidder(s).

Director,
CEAD, MUET, Jamshoro

Copy with compliments for kind information to:

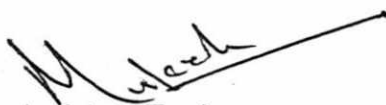
1. The Managing Director, Government of Sindh SPPRA Karachi.
2. Engr. Muneer Ahmed Shaikh, Director Finance, MUET, Jamshoro
3. Engr. Abdul Qadir Shaikh, Retired Chief Engineer, CW Department, Government of Pakistan.
4. Secretary to Chairman, BoG, CEAD / Vice Chancellor, MUET, Jamshoro.
5. Resident Audit officer, MUET, Jamshoro.
6. Account Officer, CEAD, MUET, Jamshoro

Director,
CEAD, MUET, Jamshoro
14/01/2016

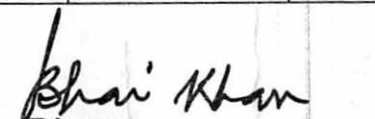


Revised Annual Procurement Plan (Works, GOODS & Services)
Financial Year 2017-18

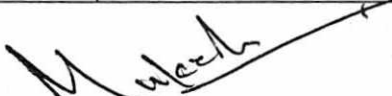
S.No	Description of Procurement	Quantity (Where Applicable)	Estimated Unit Cost (Where applicable Millions)	Funds Allocated (Millions)	Source of Funds (ADPs/Non ADPs)	Proposed Procurement Method	Times of Procurement	Remarks
1.	Printing of Prospectus for 18-Batch	--	0.5	0.50	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
2.	Supply of General Order (Store Item)	--	2.165	2.615	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
3.	Out Sources (Transport Service)	--	2.760	2.760	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
4.	Out Sources (Water Supply Service)	--	1.500	1.500	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
5.	Supply & Installation of Bio Metric System at CEAD, MUET, Jamshoro	--	0.293	0.293	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant
6.	Renovation Of Canteen, Nursery and Leveling of Earth For Landscaping, CEAD, MUET, Jamshoro	--	2.514	2.514	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant



Assistant Engineer,
CEAD, MUET, Jamshoro


Deputy Director Finance,
CEAD, MUET, Jamshoro


Director,
CEAD, MUET, Jamshoro

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7.	Renovation of Admission, MIS, Examination Office, Landscaping & Path at CEAD, MUET, Jamshoro	--	2.310	2.310	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant
8.	Alteration, Repair and Colour work in Fine Art, CEAD, MUET, Jamshoro	--	1.475	1.475	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant
9.	Alteration, Repair and Colour work in Architecture Department, CEAD, MUET, Jamshoro	--	1.499	1.499	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant
10.	Car Parking shades at CEAD, MUET, Jamshoro	--	1.094	1.094	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
11.	Alteration, Repair and Colour work in Ceramic Design, CEAD, MUET, Jamshoro	--	1.246	1.246	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
112.	Alteration, Repair and Colour work in Textile Design, CEAD, MUET, Jamshoro	--	1.104	1.104	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant


Assistant Engineer,
CEAD, MUET, Jamshoro



Deputy Director Finance,
CEAD, MUET, Jamshoro


Director,
CEAD, MUET, Jamshoro




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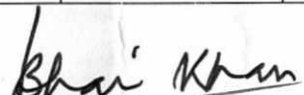

Deputy Director Finance,
CEAD, MUET, Jamshoro


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Assistant Engineer,
CEAD, MUET, Jamshoro


Deputy Director Finance,
CEAD, MUET, Jamshoro


Director,
CEAD, MUET, Jamshoro



TENDER DOCUMENT

For

**RENOVATION OF CANTEEN, CAR PARKING
(GREEN SHADE) NURSERY AND LEVELING OF
EARTH FOR LANDSCAPING**

at

**Centre of Excellence in ARTS & DESIGN,
MUET, Jamshoro**



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Director,
CEAD, MUET, Jamshoro

SALIENT FEATURES OF THE PROJECT/BIDDING DATA SHEET FOR CENTRE OF EXCELLENCE IN ART & DESIGN, MUET, JMAHORO

1	Tender Description /Name of work/items	Renovation of Canteen, car parking (green shade) nursery and leveling of earth for landscaping at CEAD, MUET, Jamshoro
2	Estimated Cost Rs.	2.357 Millions
3	Earnest Money in the shape of Call Deposit or Bank Demand Draft (Director, CEAD, MUET, Jamshoro) to be submitted along with Tender	2% (Two Percent) of the Tendered amount & 8% deductible from Running Account Bills
4	Percentage of Retention Money/Bid Security	8 % (Eight Percent) of the value of interim Certificate/Running Account Bills
5	Name of Firm/Bidder	
6	Date of Issue of Tender	
7	Last Date & Time for submission of Tender	_____
8	Date & Time for opening of Tender	
9	Place of Issue of Tender	Office of the Director, CEAD, MUET, Jamshoro.
10	Place of Submission of Tender	Office of the Director, CEAD, MUET, Jamshoro
11	Place of Tender opening	Office of the Director,
12	Commencement of works	Within 7-days after the issue of Engineer's Notice to commence of Work
13	Time and Completion of the Project from the date of Commencement of Work	04 (Four) Months.
14	Liquidated Damages for delay in case of non-completion of Work within stipulated time	0.2% (Point Two Percent) per working day to a maximum of 10% of the contract Price.
15	Defect liability or Maintenance Period	02 (Two) Months from the date of completion Certificate/ Final Payment.
16	Return of Retention Money	On expiry of defect liability or Maintenance Period.
17	Stamp duty	0.35% or notify by the Govt. of Sindh, will be paid by successful bidder as stamp duty

Signature & Stamp of Contractor

BID EVALUATION CRITERIA

SINGLE STAGE-ONE ENVELOPE PROCEDURE

1. Registrations with Income Tax, Pakistan Engineering Council & Sindh Revenue Board;
2. Turn-over (3.0 Millions) of at least three years;
3. Required Tender Fee;
4. Required Bid Security is attached;
5. Each Bid shall comprise one single envelope containing the financial proposal and required information mentioned as mention in NIT;
6. Bid is signed, Named and Stamped by authorized person of firm along with authorization letter;
7. The bidder should submit evidence of at least 03 years successful experience of same services of any university or large reputation organization.
8. The bidder should submit affidavit (Copy Attached at page No.5) to the effect that the firm/Contractor have not been black listed previously by any executing Procuring Agency.
9. Bid will be recommended on basis of lowest price.

BID AFFIDAVIT/DECLARATION FORM/CERTIFICATE

Name of firm: _____
NTN No. (Copy attached) _____ GST No. (Copy attached) _____
Name of authorized person: _____
CNIC No.(Copy attached): _____
Name of Work/project _____
Cell No. _____ Postal Address _____

I/We solemnly affirm as under;

1. The tender document set was downloaded/purchased by us and is being submitted without any alteration, deletions, additions or changes.
2. I/We further affirm that I/we have gone through the tender documents completely and understood the contents, letter & spirit. I/We further that except for these deviation highlighted as above, all the term and condition of the tender set are acceptable to us and we hereby accept and agree to abide by all the other Terms & conditions contained in the tender document set.
3. I/we also affirm that I/we are not blacklisted by any of Government, Semi Government and Autonomous Body from participating in tenders.
4. Our firm are not involved in any litigation with or against any of Government, Semi Government and Autonomous Body.
5. I/we understand that in case it is found subsequently that the submitted Tender Document Set was altered or tempered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis tampered document, then the order is liable to be cancelled without any further reference to us.
6. I/we on the behalf of my firm declare that all the decisions made by the Centre/University Authorities will be acceptable to me/my partners and my/our legal dependents and we have no legal right to go against those decisions in any of the Government Line Department.
7. We also declare that none of my blood relative is working in the CEAD, MUET, Jamshoro.

This Affidavit/ Declaration is given by me on the behalf of my firm/ partners today dated by our own will and accord without any pressure and to serve the official purpose of the CEAD, MUET, Jamshoro.

Signatures:

Name:

Stamp:

Name & Signed (by all of the partners if any):

ARTICLES OF AGREEMENT

This Agreement made on _____ day of _____ 2014, by and between the Director CEAD, MUET, located at Jamshoro, Sindh, including his successors in office and Assignees / Agents, acting through the Project Director, CEAD, MUET, hereinafter called the "Centre", of the one part,

And _____ of
(Name and designation of the authorized person)

_____, located at _____, hereinafter called the "**Contractor**" which expression shall include their successors, legal representatives of the second part.

Whereas the Centre requires laboratory equipment at Jamshoro, and whereas the **Contractor** has agreed to supply, install, put into operation and demonstrate the working of the said Equipment valued at Rs. _____ (in figures and words) in the period of _____ months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

(Amount in figures and words)

Now this Agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____ on behalf of the **Contractor**, and by
(Name and designation of the authorized person)

_____ on behalf of the Centre, all of
(Name and designation of the authorized person)

Which shall be deemed to form and be read and construed as a part of this **Agreement** viz:

- i. Instructions to Bidders (ITB)
- ii. Bid Data Sheet
- iii. Conditions of Contract (CC)
- iv. Schedule of Requirements
- v. Technical Specifications
- vi. Bid Form and Price Schedules
- vii. Bid Security Form
- viii. Contract Form
- ix. Manufacturer's Authorization Form
- x. Bill of Quantities with prices.

3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the Centre to supply, deliver, install, put into operation and demonstrate the working of the goods/Equipment in conformity in all respects of the Contract & the order form No. _____.
4. The Centre hereby **covenants to pay** the Contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the Equipment the contact price in the manner prescribed by the Contract and approved by the Centre.

In Witness Thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

WITNESSES:

Centre _____

Contractor _____

Witness No.1:

Signature: _____

Name: _____

Designation: _____

Witness No.1:

Signature: _____

Name: _____

Designation: _____

Witness No.2:

Signature: _____

Name: _____

Designation: _____

Witness No.2:

Signature: _____

Name: _____

Designation: _____

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

- (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause - 7: Payments.

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

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the

works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

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

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

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

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

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

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered

to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Contractor

BOQS

**BILL OF QUANTITY OF
RENOVATION OF CANTEEN, CAR PARKING (GREEN SHADE)
NURSERY AND LEVELING OF EARTH FOR LANDSCAPING AT
CENTER OF EXCELLENCE ART & DESIGN MUET, JAMSHORO**

S.#	DESCRIPTION	AMOUNT
01	Total amount of Cost of Civil works (Schedule Items)	
02	Total amount of Non-Scheduled Items	
	Total amount Rs.	

Seal & Stamp of Contractor

BILL OF QUANTITY OF						
RENOVATION OF CANTEEN, CAR PARKING (GREEN SHADE) NURSERY AND LEVELING OF EARTH FOR LANDSCAPING AT CENTER OF EXCELLENCE ART & DESIGN MUET, JAMSHORO						
S. No.	Schd. Item No.	Description	Unit	Quantity	Rate Rs	Amount Rs
Civil Work (Scheduled Items)						
1	1.6a	Excavation in rock, dressed to designed section, grade and profiles, excavated material disposed off within 100 ft lift upto 5ft. A) soft rock, slate, schist laterite work with pick and crow bar	% 0 Cft	2087.50	7260.00	15,155
2	4.5 i	Cement concrete including placing compacting, finishing and curing complete including screening and washing at stone aggregate without shuttering Ratio 1:4:8	% Cft	1448.70	11288.75	163,540
3	4.6 b (I)	Reinforced Cement concrete work including all labour and material except the cost of reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms molds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (b) Precast reinforced cement concrete in column in column, been lintels stair, shelves etc. I) Ratio (1:2:4)	P.Cft	606.88	309.78	187,998
4	4.6 c	c) Erecting and fixing in position precast cement concrete or stone slab in roof or Lintels etc lift upto 20 feet including all charges	P.Cft	606.88	41.77	25,349
5	5.3	Supplying and filling sand under floor and plugging in walls	% Cft	18680.00	1141.25	213,186
6	5.5 I d	Pacca Brick work in Ground Floor Cement ratio 1:5	%Cft	4322.40	12902.08	557,680
7	8.4	Dry Brick paving laid flat paving sand grouted including preparation of bed by watering ramming and bringing the same to proper camber by 1/2 thick mud plaster.	%sft	1080.00	2607.36	28,159
8	8.5	Dry Brick on edge paving sand grouted including preparation of bed by watering ramming and bringing the same to proper camber by 1/2 thick mud plaster.	%sft	1860.00	3823.57	71,118

BILL OF QUANTITY OF						
RENOVATION OF CANTEEN, CAR PARKING (GREEN SHADE) NURSERY AND LEVELING OF EARTH FOR LANDSCAPING AT CENTER OF EXCELLENCE ART & DESIGN MUET, JAMSHORO						
S. No.	Schd. Item No.	Description	Unit	Quantity	Rate Rs	Amount Rs
Civil Work (Scheduled Items)						
9	8.16	Providing and laying topping cement concrete (1:2:4) including surface finishing and dividing into Panels. (c) 2" Thick	% Sft	1196.00	3275.50	39,175
10	9.24c	Distempering, Two coat including priming. As per specification or as directed by Engineer Incharge.	%Sft	280.00	1043.90	2,923
11	9.10 a	Cement plaster 1:3 upto 20' height. (Specs.25.1-25.6) a) 3/8" thick with round edge corners.	% Sft	190.00	2225.12	4,228
12	9.13b	Cement plaster 1:6 upto 20' height. (Specs.25.1-25.6) a) 1/2" thick with round edge corners.	% Sft	190.00	2206.60	4,193
13	11.5c	Preparing surface and painting of doors and window any type (Including Edges) Priming Coat & Subsequent coat of paint	% sft	890.00	2116.41	18,836
14	9.12 c	Cement plaster 1:5 upto 20' height. (Specs.25.1-25.6) a) 3/4" thick with round edge corners.	% Sft	5422.50	2678.50	145,242
15	4.8 b	b) Fabrication of Tor steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also including removal of rust from bars). Using tor bar	P.Cwt	21.24	5001.70	106,239
16	17.2	Fabrication of heavy steel work with angles, tees, flat iron, round iron and sheet iron for making trusses, girders tands etc including cutting, tank etc including cutting, drilling riveting, handling assembling and fixing but excluding erection in position.	P.Cwt	32.50	4928.49	160,176
17	17.3	Erection and fitting in position of iron trusses staging of water tanks etc	P.Cwt	32.50	271.04	8,809
						1,752,005
		Premium on Scheduled Items Civil Work -----% above / below				
		Sub-Total Rs.				

BILL OF QUANTITY OF						
RENOVATION OF CANTEEN, CAR PARKING (GREEN SHADE) NURSERY AND LEVELING OF EARTH FOR LANDSCAPING AT CENTER OF EXCELLENCE ART & DESIGN MUET, JAMSHORO						
Non-Scheduled Items						
		Description	Unit	Quantity	Rate Rs	Amount Rs
18	1	Fair Face Dry Brick/Gutka/Tile (6"x 12"x 2") paving laid flat including preparation of bed by watering ramming and bringing the same to proper camber and laid flat in 1:6 cement mortar over a bed of 3/4" thick cement mortar	P.Sft	3700		
19	2	Providing & Fixing Bearer 14' wide of 3" Dia GI Two pipes joint with 1.5" pipes with each other moving up & down with Bearings, fixed heavy type Two girders on both sides as per approved sample	Nos	1		
20	3	Providing & fixing Double Green shade clothes of (0.5 mm x 0.5 mm) mesh size on truss best quality approved sample	P.Sft	2000		
17	4	Glaze Stone/Crush (1/2" to 1" size) laid on floor including preparation of bed by surface preparing watering ramming and bringing the same level to proper camber with 1:6 cement mortars.	P.Sft	17550		
Total amount of Non-Scheduled Rs.						

