

**OFFICE OF THE EXECUTIVE ENGINEER EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS**

NO: XEN (E.E.W.D) TC/G-55/

271

/ Mirpurkhas of 2018 date: 09 / 04 / 2018.

NOTICE INVITING TENDERS

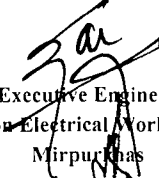
All the interested contractors/firms/parties meeting the eligibility criteria under Sindh Procurement Regulatory Authority Rules are invited to participate, in the tenders of works detailed below:-

S.No/ADP No.	Name of Work	Taluka	Tender Cost	Bid Security	Tender Fee	Time for Completion
--------------	--------------	--------	-------------	--------------	------------	---------------------

--- LIST ATTACHED---

- * Tender documents can be had from office of the Executive Engineer Education Electrical Works Division Mirpurkhas situated in the premises of Near Government Boys High School Shah Latif (Hostel Building) on production of tender fee as shown against each work (Non- Refundable), from the date of publication of tenders in Daily News papers / hosted on SPPRA website till 25.04.2018
- * Tenders will be received back in sealed envelopes along with call deposit in the name of Executive Engineer Education Electrical Works Division Mirpurkhas of schedule bank on 25.04.2018 Upto 1:00 p.m and will be opened in the presence of tender opening / evaluation committee on 25.04.2018 at 2:00 p.m in the presence of contractors or their authorized agents in the office of the Executive Engineer Education Electrical Works Division Mirpurkhas if available in the Head-Quarter other-wise on the next working day same time.
- * The Procuring Agency may reject all or any bids subject to the relevant provision of SPPRA Rules.
- * **Eligibility Criteria:-**
 - a. NTN Certificate & Registration with Sindh Board of Revenue.
 - b. Registration Electric Work with electric inspector 2018.
 - c. Annual turnover duly supported by the Bank Statement (last 3 years).
 - d. Proof and details of works executed/being executed since last five years indicating the name of project/scheme/works with cost, date of commencement/completion.
 - e. Affidavit / Undertaking regarding Firm neither been black neither listed NOR involved in any Court Case/Litigation with any Government/Semi Government Department.
- * In case any of works remain un-responded the dates of issues & receipts will be as under: -

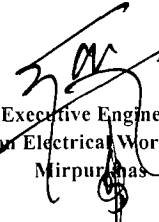
Particular	In case of Un-Responded work
Date of Issue & Receipt, Opening of Tenders (Receipts up to 1:00 P.M & Opening 02:00 PM).	10.05.2018


 Executive Engineer
 Education Electrical Works Division
 Mirpurkhas

1. The Secretary Information Technology, Government of Sindh Secretariat No. 6 @ Karachi along-with copies of N.I.T for favor of information and placing them on the Web site of Sindh Government.

Copy forwarded with compliments for information to: -

2. The Chief Engineer Education Works Hyderabad.
3. The Director SPPRA Karachi for placing them on the web site of www.pprasindh.gov.pk .
4. The Superintending Engineer Education Works Circle Mirpurkhas.
5. The Director School Education (Primary) Mirpurkhas Region.
6. The Assistant Engineer (Education Electrical Works Sub-Division) Mirpurkhas.
7. The Assistant Engineer Public Health Engineering Mirpurkhas.
8. Copy Notice Board / Draftsman / Head Clerk / Tender Clerk.
9. Office Order file.


 Executive Engineer
 Education Electrical Works Division
 Mirpurkhas

SPPRA INWARD DIARY
 7964
 DATED 11-04-2018

S.No/ADP No.	Name of Work	Taluka	Tender Cost	Bid Security	Tender Fee	Time for Completion
1/489	Construction of Women Hostels for Teaching Staff in the Existing Girls Colleges in Sindh (Electrification)					
1	Government Girls Degree College Kunri	Kunri	0.840	42000	1000	03 Months
2	GGDC Mithi	Mithi	0.840	42000	1000	03 Months
3	Ibn-Rushed Govt. Girls degree College Mirpurkhas	M.Khas	0.840	42000	1000	03 Months
4	Govt. Girls Degree College Tando Jan Mohammad	Digri	0.840	42000	1000	03 Months
2/514	Rehabilitation & Provision of Missing Facilities in Existing Colleges in Mirpurkhas Division (ADP No. 429 of 2016-17(Electrification))					
1	Govt Boys Degree College Diplo	Diplo	0.995	49750	1000	03 Months
3/64.	Construction of Library and upgradation of Class Rooms in Existing Schools in District Tharparkar under District ADP Program(Electrification)					
1	GGHS N/C Mithi	Mithi	0.210	10500	500	03 Months
2	GPHS Diplo	Diplo	0.210	10500	500	03 Months
3	SALB GHSS Islamkot	Islamkot	0.210	10500	500	03 Months
4	GHSS Chachro	Chachro	0.210	10500	500	03 Months
4	Construction of Addition two class room @ GBELS Haji Sohail Sand UC Faqir Abdullah in Taluka & District Umerkot Under Community Development Program for Sustainable Development Goals 2017-18 (Electrification)	Umerkot	0.147	7350	500	03 Months
5	Construction of Girls Lower Secondary (GLS) School Qazi Sahibdino Soomro, Taluka Diplo, District Tharparkar (ADP No.157 2017-18)	Diplo	0.467	23350	500	03 Months
6	Rehabilitation / Renovation in existing Primary School at GGLSS Muhammad Hashim Bhurgari Taluka Kot Ghulam Muhammad under Community Development Program 2017-18 for PS-67 (Electrification)	KGM	0.490	24500	500	03 Months

Executive Engineer
Education Electrical Works Division
Mirpurkhas

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MIRPURKHAS**

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Executive Engineer
Education Electrical Works Division
Mirpurkhas

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6. The Assistant Engineer (Education Electrical Works Sub-Division) Mirpurkhas.
7. The Assistant Engineer Public Health Engineering Mirpurkhas.
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Executive Engineer
Education Electrical Works Division
Mirpurkhas

Page No. 01
LIST OF WORK

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Executive Engineer
Education/Electrical Works Division
Mirpurkhas



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

NOTIFICATION

NO.SO(G) EDU/E&A/PRO-EW(CRCY)14-15: In pursuance of Rule - 31 of the Sindh Public Procurement Rules, 2010 a Departmental Complaint Redressal Committee comprising of following Officers constituted as under to resolve complaint's of aggrieved bidders:-

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

ToRs

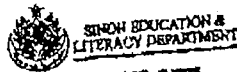
- To perform according to Rule - 31 of SPPRA, 2010;
- Perform any other function ancillary and incidental to the above.

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

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

A copy is forwarded for information & necessary action to:-

1. All Members of the Committee.
2. The P.S to Secretary, Education & Literacy Department.
3. Office Order File



28/04/15
DEPUTY SECRETARY (GA)



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

NOTIFICATION

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

- | | | |
|----|--|----------|
| 1. | Executive Engineer (Education Works)
Concerned Education Works Division
Education & Literacy Department | Chairman |
| 2. | Assistant Engineer
Local Government Public Health Engineering Department | Member |
| 3. | Assistant Engineer (Education Works) of Headquarter
Concerned Education Works sub Division
Education & Literacy Department | Member |

ToRs

- Preparing bidding documents;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

- DR. FAZLULLAH PECHUHO -

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

Karachi, date the 28th May, 2015

A copy is forwarded for information & necessary action to:-

1. All Members of the Committee.
2. The P.S. to Senior Minister, Education & Literacy Department, Govt. of Sindh, Karachi.
3. The P.S to Secretary, Education & Literacy Department.
4. The P.S to Secretary, Local Government Public Health Engineering Department.
5. Office Order File



SINDH EDUCATION &
LITERACY DEPARTMENT



DEPUTY SECRETARY (CA)

ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-18 IN RESPECT OF EXECUTIVE ENGINEER EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS

S.NO	Description of procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/ Non-ADP)	Project procurement method	Timing of Procurement				
								1st QTR	2nd QTR	3rd QTR	4th QTR	
1	2	3	4	5	6	7	8	9	10	11	12	
1	Construction of One Roomed Shelterless / Addition of One Class Room Building in Existing Primary Schools in Taluka Mithi (13 Units/16 C/R) District Tharparkar (Electrification)											
	Package-01											
	GBPS Arabab Ali Samejo Dalan jo Tar, GBPS Sobho Wasepoto, GBPS Majno Meghwar Ji Dhani	-	0.240(M)	0.240(M)	0.240(M)	District ADP	Single stage one envelope.	-	Yes	-	-	
	Package-02											
	GBPS Gomani Bheel, GGPS Hothiar, GBPS Turkia Colony Mithi	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-	
	Package-03											
	GBPS Meghwar paro Mithi, GBPS Jumoon Allah jurio khaskheli, GPS Sadhawani Colony Mithi	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-	
	Package-04											
	GGPS AJM Mithi (02 C/R), GBPS Mevaram Bheel Colony Mithi (02 C/R)	-	0.280(M)	0.280(M)	0.280(M)	//	//	-	Yes	-	-	
	Package-05											
	GBPS Tabha Colony Mithi (02 C/R), GBPS Togachi paro Bhakoo	-	0.220(M)	0.220(M)	0.220(M)	//	//	-	Yes	-	-	
2	Construction of One Roomed Shelterless / Addition of One Class Room Building in Existing Primary Schools in Taluka Islamkot (16 units) District Tharparkar. (Electrification)											
	Package-01											
	GBPS Meghwar Paro Sonel Beh, GBPS Tejani Dohit Paro Seenhar Nangar, GBPS Dharam Veri	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-	
	Package-02											
	GBPS Batangari Hingorja paro, GBPS Morani Paro Chhaho, GBPS Sahoo Bheel ji Dhani	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-	
	Package-03											
	GBPS Mevo Bheel paro Khakhanyar Bajecr, GBPS Idress paro Chechari, GBPS Asso Bheel Paro Hilan	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-	
	Package-04											
	GBPS Mansingh Bheel, GBPS Budho Bheel Ji Dhani, GBPS Hairjan Colony Saleh Janjhi	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-	

S.NO	Description of procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/ Non-ADP)	Project procurement method	Timing of Procurement			
								1st QTR	2nd QTR	3rd QTR	4th QTR
1	2	3	4	5	6	7	8	9	10	11	12
	Package-05 GBPS Bitra Bheel, GBPS Anwar Ali Samoon Lunio, GBPS Yar Muhammad Momin Paro Kuran, GBPS Vishno Kolhi ji Dhani	-	0.320(M)	0.320(M)	0.320(M)	District ADP	Single stage one envelope.	-	Yes	-	-
3	Construction of One Roomed Shelterless / Addition of One Class Room Building in Existing Primary Schools in Taluka Chachro & Dahli (16 units) District Tharparkar.(Electrification)										
	Package-01 GGPS Paryal Dohit paro Udani, GBPS Soomji Bheel, GBPS Yar Mohammad Samejo	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-02 GBPS Haji Ahmed paro, GBPS Hidayatullah Rahimoon, GBPS Qalandar Paro Gul Mohammad Rind	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-03 GBPS Samoon Rind, GBPS Sulleman Mangrio, GBPS Qabool Samjo	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-04 GBPS Muhammad Rajhan Paro Udani, GBPS Nathani paro Sakrio, GBPS Muhammad Ilyas Paro	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-05 GGPS Munsukh Paro Village Kagia, GBPS Arbab Rahimoon, GBPS Khamiso Bheel Ji Dhani, GGPS Thare jo Par	-	0.320(M)	0.320(M)	0.320(M)	//	//	-	Yes	-	-
4	Construction of One Roomed Shelterless / Addition of One Class Room Building in Existing Primary Schools in Taluka Nagarparkar, Islamkot & Diplo (16-Units) District Tharparkar.(Electrification)										
	Package-01 GBPS Bheru Paro Sumat, GBPS Dabhro Ponjo Kolhi, GBPS Khuda Bux Panwhar	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-02 GGPS Mokhai, GBPS Orahamar Dal, GBPS Bhaki Bheel	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-03 GBPS Ranpario, GBPS Beesarnio, GBPS Mubeen Hajam	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-


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1	2	3	4	5	6	7	8	9	10	11	12
	Package-04										
	GBPS Vakrio Kolhi paro, GGPS Thohar Chhaho, GPS Haji Uner sahar	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-05										
	GPS Mubarak Paro Ghah Kharach, GPS Haji Khan Lund Kaloi, GPS Noor Khan Lund, GGPS Muhammd Khan Lund	-	0.320(M)	0.320(M)	0.320(M)	District ADP	Single stage one envelope.	-	Yes	-	-
5	Construction of One Roomed Shelterless / Addition of One Class Room Building in Existing Primary Schools in District Tharparkar.(Electrification)										
	Package-01										
	GBPS Sami Veri, GBPS Sumat, GBPS Dodo Jat	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-02										
	GBPS Loung Meghwar, GBPS Salhoo ji Dhani, GBPS Achario paro Bhadoor	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-03										
	GBPS Ghetto Makan Banhwar, GGPS Faqir paro Islamkot, GPS Bharo Dohat	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-04										
	GBPS Laplo, GPS Pabasaro (02 C/R)	-	0.220(M)	0.220(M)	0.220(M)	//	//	-	Yes	-	-
	Package-05										
	GBPS Abdul Latif paro Mokhai (02 C/R), GBPS Jafar Mohala Khankhanyar (02 C/R)	-	0.280(M)	0.280(M)	0.280(M)	//	//	-	Yes	-	-
6	Construction of one Roomed Shelterless/Addition of one Class Room Building And Rehabilitation of Existing Primary Schools in District Tharparkar (15 Units) (Electrification)										
	Package-01										
	GBPS Jarilo, GBPS Kandaro Soomra, GBPS Veri Bheel	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-02										
	GBPS Rohero Goind, GBPS Dermoon Bheel, GBPS Harijan Colony Verhar	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Package-03										
	GBPS Jharmirio Bheel, GBPS Konral Meghwar Paro, GBPS Faqeer Faiz Muhammad Colony Diplo	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-

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	Package-04										
	GBPS Harijan Colony Diplo, GGPS Sabhri Kolhi, GBPS Detha Bheel	-	0.240(M)	0.240(M)	0.240(M)	//	//	-	Yes	-	-
	Establishment of Degree College at Samaro Town District Umarkot (Revised) (Electric Work)	-	6.200 (M)	6.200 (M)	6.200 (M)	//	//	-	Yes	-	-
7	Rehabilitation & Expansion of High Priority 4560 Schools 'Primary / Elementary & Secondary Schools' 2017-18 Education Electrical Works Division Mirpurkhas					Provincial Non ADP	Single stage one envelope.				
	Package No.01 (08 Units)	-	0.947(M)	0.947(M)	0.947(M)	//	//	-	-	-	Yes
	Package No.02 (07 Units)	-	0.955(M)	0.955(M)	0.955(M)	//	//	-	-	-	Yes
	Package No.03 (06 Units)	-	0.842(M)	0.842(M)	0.842(M)	//	//	-	-	-	Yes
	Package No.04 (03 Units)	-	0.930(M)	0.930(M)	0.930(M)	//	//	-	-	-	Yes
	Package No.05 (03 Units)	-	0.899(M)	0.899(M)	0.899(M)	//	//	-	-	-	Yes
	Package No.06 (07 Units)	-	0.799(M)	0.799(M)	0.799(M)	//	//	-	-	-	Yes
	Package No.07 (06 Units)	-	0.774(M)	0.774(M)	0.774(M)	//	//	-	-	-	Yes
	Package No.08 (04 Units)	-	0.833(M)	0.833(M)	0.833(M)	//	//	-	-	-	Yes
	Package No.09 (04 units)	-	0.895(M)	0.895(M)	0.895(M)	//	//	-	-	-	Yes
	Package No.10 (05 Units)	-	0.877(M)	0.877(M)	0.877(M)	//	//	-	-	-	Yes
	Package No.11 (04 Units)	-	0.831(M)	0.831(M)	0.831(M)	//	//	-	-	-	Yes
	Package No.12 (05 Units)	-	0.867(M)	0.867(M)	0.867(M)	//	//	-	-	-	Yes
	Package No.13 (03 Units)	-	0.760(M)	0.760(M)	0.760(M)	//	//	-	-	-	Yes
	Package No.14 (04 Units)	-	0.684(M)	0.684(M)	0.684(M)	//	//	-	-	-	Yes
	Package No.15 (03 Units)	-	0.777(M)	0.777(M)	0.777(M)	//	//	-	-	-	Yes
	Package No.16 (04 Units)	-	0.695(M)	0.695(M)	0.695(M)	//	//	-	-	-	Yes
	Package No.17 (05 Units)	-	0.859(M)	0.859(M)	0.859(M)	//	//	-	-	-	Yes
	Package No.18 (04 Units)	-	0.856(M)	0.856(M)	0.856(M)	//	//	-	-	-	Yes
	Package No.19 (05 Units)	-	0.853(M)	0.853(M)	0.853(M)	//	//	-	-	-	Yes
	Package No.20 (04 Units)	-	0.803(M)	0.803(M)	0.803(M)	//	//	-	-	-	Yes
	Package No.21 (04 Units)	-	0.831(M)	0.831(M)	0.831(M)	//	//	-	-	-	Yes
	Package No.22 (05 Units)	-	0.827(M)	0.827(M)	0.827(M)	//	//	-	-	-	Yes
	Package No.23 (04 units)	-	0.831(M)	0.831(M)	0.831(M)	//	//	-	-	-	Yes
	Package No.24 (05 Units)	-	0.855(M)	0.855(M)	0.855(M)	//	//	-	-	-	Yes
	Package No.25 (05 Units)	-	0.829(M)	0.829(M)	0.829(M)	//	//	-	-	-	Yes
	Package No.26 (03 Units)	-	0.894(M)	0.894(M)	0.894(M)	//	//	-	-	-	Yes
	Package No.27 (02 Unit)	-	0.658(M)	0.658(M)	0.658(M)	//	//	-	-	-	Yes
	Package No.28 (01 unit)	-	0.686(M)	0.686(M)	0.686(M)	//	//	-	-	-	Yes
	Package No 29 (04 units)	-	0.938(M)	0.938(M)	0.938(M)	//	//	-	-	-	Yes
	Package No.30(05 units)	-	0.860(M)	0.860(M)	0.860(M)	//	//	-	-	-	Yes
	Package No.31 (04 units)	-	0.898(M)	0.898(M)	0.898(M)	//	//	-	-	-	Yes
	Package No.32 (06 units)	-	0.900(M)	0.900(M)	0.900(M)	//	//	-	-	-	Yes
	Package No.33 (06 units)	-	0.906(M)	0.906(M)	0.906(M)	//	//	-	-	-	Yes

S.NO	Description of procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/ Non-ADP)	Project procurement method	Timing of Procurement			
								1st QTR	2nd QTR	3rd QTR	4th QTR
1	2	3	4	5	6	7	8	9	10	11	12
	Package No.34(06 units)	-	0.846(M)	0.846(M)	0.846(M)	//	//	-	-	-	Yes
	Package No.35(07 units)	-	0.860(M)	0.860(M)	0.860(M)	//	//	-	-	-	Yes
	Package No.36(05 units)	-	0.818(M)	0.818(M)	0.818(M)	//	//	-	-	-	Yes
	Package No.37(07 units)	-	0.830(M)	0.830(M)	0.830(M)	//	//	-	-	-	Yes
	Package No.38(07 units)	-	0.860(M)	0.860(M)	0.860(M)	//	//	-	-	-	Yes
	Package No.39(05 units)	-	0.850(M)	0.850(M)	0.850(M)	//	//	-	-	-	Yes
	Package No.40(05 units)	-	0.858(M)	0.858(M)	0.858(M)	//	//	-	-	-	Yes
	Package No.41(08 units)	-	0.840(M)	0.840(M)	0.840(M)	//	//	-	-	-	Yes
	Package No.42(06 units)	-	0.810(M)	0.810(M)	0.810(M)	//	//	-	-	-	Yes
	Package No.43(05 units)	-	0.848(M)	0.848(M)	0.848(M)	//	//	-	-	-	Yes
	Package No.44(07 units)	-	0.875(M)	0.875(M)	0.875(M)	//	//	-	-	-	Yes
	Package No.45(05 units)	-	0.788(M)	0.788(M)	0.788(M)	//	//	-	-	-	Yes
	Package No.46(05 units)	-	0.730(M)	0.730(M)	0.730(M)	//	//	-	-	-	Yes
	Package No.47(07 units)	-	0.890(M)	0.890(M)	0.890(M)	//	//	-	-	-	Yes
	Package No.48(05 units)	-	0.888(M)	0.888(M)	0.888(M)	//	//	-	-	-	Yes
	Package No.49(03 units)	-	0.628(M)	0.628(M)	0.628(M)	//	//	-	-	-	Yes
	Package No.50(04 units)	-	0.588(M)	0.588(M)	0.588(M)	//	//	-	-	-	Yes
	Package No.51(02 units)	-	0.912(M)	0.912(M)	0.912(M)	//	//	-	-	-	Yes
	Package No.52(13 units)	-	0.871(M)	0.871(M)	0.871(M)	//	//	-	-	-	Yes
	Package No.53(09 units)	-	0.729(M)	0.729(M)	0.729(M)	//	//	-	-	-	Yes
	Package No.54(06 units)	-	0.726(M)	0.726(M)	0.726(M)	//	//	-	-	-	Yes
	Package No.55(14 units)	-	0.806(M)	0.806(M)	0.806(M)	//	//	-	-	-	Yes
	##### Rehabilitation, improvement / renovation & provision for missing facilities in existing primary / elementary schools in District Umerkot (Provincial ADP No.174 2016-17) (Electrification)						Provincial ADP				
1	GGPS Memon Kunri		0.160(M)	0.160(M)	0.160(M)		//	-	-	-	Yes
2	GBPS Soofi Fqir		0.155(M)	0.155(M)	0.155(M)		//	-	-	-	Yes
9	Rehabilitation, Improvement / Renovation for Missing Facilities in Existing Primary / Elementary Schools in District Tharparkar (ADP No.175 of 2016-17) (Electrification)						Provincial ADP				
1	GGPS Jalal Paro Jetrar		0.355(M)	0.355(M)	0.355(M)		//	-	-	-	Yes
2	GBPS M.Siddique Gaju		0.385(M)	0.385(M)	0.385(M)		//	-	-	-	Yes
10	Construction of Building for Shelter less Primary School District Umerkot (ADP No. 203 of 2016-17).(04 Units) (Electrification)						Provincial ADP				
1	GBPS Arab Kapri		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
2	GBPS Bachaband		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
3	GGPS Goth Saleh Bhambro		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
4	GBPS Raidhan Mangrio		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes

S.NO	Description of procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/ Non-ADP)	Project procurement method	Timing of Procurement			
								1st QTR	2nd QTR	3rd QTR	4th QTR
1	2	3	4	5	6	7	8	9	10	11	12
11	Construction of Building for Shelter less Primary School District Tharparkar (ADP No. 204 of 2016-17). (Electrification)					Provincial ADP					
1	GBPS Wasand ji Veri		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
2	GBPS Salhu ram		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
3	GBPS Khari Fazal		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
4	GBPS Unro		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
12	Up-gradation of Primary Schools to Middle Schools at Mirpurkhas Division. (ADP No. 220 of 2016-17) (Electrification)					Provincial ADP					
1	GBLSS- Qazi Mohsin Palli		0.395(M)	0.395(M)	0.395(M)		//	-	-	-	Yes
2	GBPS Jarkhere Haji Nazar Chanhoon		0.395(M)	0.395(M)	0.395(M)		//	-	-	-	Yes
3	GBPS Hothiar		0.395(M)	0.395(M)	0.395(M)		//	-	-	-	Yes
4	GBPS Samoon-Rind		0.395(M)	0.395(M)	0.395(M)		//	-	-	-	Yes
13	Rehabilitation, improvement / renovation & provision for missing facilities in existing secondary / higher secondary schools in District Umerkot (Provincial ADP No.320 2016-17) (Electrification)					Provincial ADP					
1	GHS Shadi Palli		0.855(M)	0.855(M)	0.855(M)		//	-	-	-	Yes
2	GGHSS Ghazali		0.395(M)	0.395(M)	0.395(M)		//	-	-	-	Yes
3	GBHS Bachaband		0.170(M)	0.170(M)	0.170(M)		//	-	-	-	Yes
4	GBHS Alam Palli		0.150(M)	0.150(M)	0.150(M)		//	-	-	-	Yes
14	Rehabilitation, Improvement / Renovation & Provision for Missing Facilities in Existing Secondary / Higher Secondary Schools in District Tharparkar (ADP No.321 of 2016-17) (Electrification)					Provincial ADP					
1	GBHS Chachro		0.865(M)	0.865(M)	0.865(M)		//	-	-	-	Yes
2	GHS Charnore		0.480(M)	0.480(M)	0.480(M)		//	-	-	-	Yes
15	ILMI (Infrastructure Development) Mirpurkhas Division (Provincial ADP No.478 2016-17) (Electrification)					Provincial ADP					
1	GBPS Raja karam Illahi		0.130(M)	0.130(M)	0.130(M)		//	-	-	-	Yes
2	GBPS Syed Ibrahim Shah		0.155(M)	0.155(M)	0.155(M)		//	-	-	-	Yes
3	GBPS Padhrio Soomra		0.160(M)	0.160(M)	0.160(M)		//	-	-	-	Yes
4	GBPS Mohammad Daim Nohri Keetar		0.160(M)	0.160(M)	0.160(M)		//	-	-	-	Yes
5	GGPS Abdul Sattar Samejo		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
6	GGPS Daim Nohri		0.180(M)	0.180(M)	0.180(M)		//	-	-	-	Yes
16	Up-Gradation of Middle to High Schools in Sindh 2008-09 Programme					Provincial ADP					
1	GMS Jamal Samejo U/C Gharibabad		0.575(M)	0.575(M)	0.575(M)		//	-	-	-	Yes

S.NO	Description of procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/ Non-ADP)	Project procurement method	Timing of Procurement			
								1st QTR	2nd QTR	3rd QTR	4th QTR
1	2	3	4	5	6	7	8	9	10	11	12
2	GBMS Jalu-Jo-Chounro U/C Khokharapar		0.575(M)	0.575(M)	0.575(M)		//	-	-	-	Yes
3	GGMS Allam Palli		0.575(M)	0.575(M)	0.575(M)		//	-	-	-	Yes
17	Construction of Addition two class room in Primary / Middle School in District Umerkot 2016-17 Programme (04 Units)						District ADP				
1	GPS Shahbaz Khan Pathan UC Ynerjit		0.147(M)	0.147(M)	0.147(M)		//	-	-	-	Yes
2	GPS Allah Dad Bhambhro UC Gulzar Khalil		0.147(M)	0.147(M)	0.147(M)		//	-	-	-	Yes
3	GPS Mohammad Yousif Brohi Deh Khani		0.147(M)	0.147(M)	0.147(M)		//	-	-	-	Yes
4	GBMS Wali Dad Palli UC Atta Mohammad Palli		0.147(M)	0.147(M)	0.147(M)		//	-	-	-	Yes
18/489	Construction of Women Hostels for Teaching Staff in the Existing Girls Colleges in Sindh (Electrification)						Provincial ADP				
1	Government Girls Degree College Kunri		0.840(M)	0.840(M)	0.840(M)		//	-	-	-	Yes
2	GGDC Mithi		0.840(M)	0.840(M)	0.840(M)		//	-	-	-	Yes
3	Ibn-Rushed Govt. Girls degree Colelge Mirpurkhas		0.840(M)	0.840(M)	0.840(M)		//	-	-	-	Yes
4	Govt. Girls Degree Collège Tandó Jan Mohammad		0.840(M)	0.840(M)	0.840(M)		//	-	-	-	Yes
19/514	Rehabilitation & Provision of Missing Facilities in Existing Colleges in Mirpurkhas Division (ADP No. 429 of 2016-17(Electrification))						Provincial ADP				
1	Govt Boys Degree College Diplo		0.995(M)	0.995(M)	0.995(M)		//	-	-	-	Yes
20/64.	Construction of Library and upgradation of Class Rooms in Existing Schools in District Tharparkar under District ADP Program(Electrification)						District ADP				
1	GGHS N/C Mithi		0.210(M)	0.210(M)	0.210(M)		//	-	-	-	Yes
2	GPHS Diplo		0.210(M)	0.210(M)	0.210(M)		//	-	-	-	Yes
3	SALB GHSS Islamkot		0.210(M)	0.210(M)	0.210(M)		//	-	-	-	Yes
4	GHSS Chachro		0.210(M)	0.210(M)	0.210(M)		//	-	-	-	Yes
21	Construction of Addition two class room @ GBELS Haji Sohob Sand UC Faqir Abdullah in Taluka & District Umerkot Under Community Development Program for Sustainable Development Goals 2017-18 (Electrification)		0.147(M)	0.147(M)	0.147(M)		Community Development Program	//			
22	Construction of Girls Lower Secondary (GLS) School Qazi Sahibdino Soomro, Taluka Diplo, District Tharparkar (ADP No.157 2017-18)		0.467(M)	0.467(M)	0.467(M)		Community Development Program	//	-	-	Yes
23	Rehabilitation / Renovation in existing Primary School at GGLSS Muhammad Hashim Bhurgari Taluka Kot Ghulam Muhammad under Community Development Program 2017-18 for PS-67 (Electrification)		0.490(M)	0.490(M)	0.490(M)		Community Development Program	//	-	-	Yes


 EXECUTIVE ENGINEER
 EDUCATION ELECTRICAL WORKS
 DIVISION MIRPURKHAS

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.01/01


CONSTRUCTION OF WOMEN HOSTELS FOR TEACHING STAFF IN THE
EXISTING GIRLS COLLEGES IN SINDH ADP NO.489 2017-18 (ELECTRIFICATION)
@ GOVERNMENT GIRLS DEGREE COLLEGE KUNRI TALUKA KUNRI

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 1000/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.01/01 "Construction of Women Hostels for Teaching Staff
in the Existing Girls Colleges in Sindh ADP No.489 2017-18
(Electrification) @ Government Girls Degree College Kunri Taluka
Kunri**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **840000**
- (e). Amount of Bid Security:- Rs. 42000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 67200 (At 8%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 58800 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of Commence:- :- **03 (Six) Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

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

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

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

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

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


EXECUTIVE ENGINEER
EDUCAITON/ELECTRICAL WORKS
DIVISION MIRPURKHAS

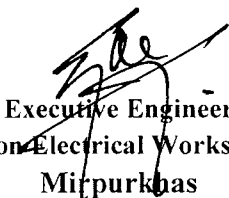
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	PART "A" SCHEDULE ITEMS				
1	Wiring for light or fan point with (3/.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	100	910.00	P/P	91000
2	Wiring for Plug Point with (3/.029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	26	742.00	P/P	19292
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	350	171.00	P.Met	59850
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	100	54.00	P.No.	5400
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	26	80.00	P.No.	2080
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	16	162.00	P.No.	2592
7	P/F brass batten holder (S.I.No. 232/P-33).	50	70.00	P.No.	3500
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	80	72.00	P.No.	5760
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	22	916.00	P.No.	20152
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	6	2456.00	P.No.	14736
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	2	9261.00	P.No.	18522
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	135	605.00	P.Met	81675
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	100	428.00	P.Met	42800
		Total Part "A"			368358
		% Below/Above			
		Total:			
	PART "B" NON SCHEDULE ITEMS (R.A) APPROVED				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	24		P.No.	
2	P/F Energy sever superior quality as required (R.A. Approved)	40		P.No.	

3	P/F capsole light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	12		P.No.	
4	P/F ceiling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	18		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	18		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	25		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	11		P.No.	
8	P/F Wall Breackit Fan 18" Sweep i/c connection etc complete (R.A Approved)	2		P.No.	
9	P/F Electric Water Cooler metallic body 60 gallons National Make are approved quality i/c filter etc completed (R.A Approved)	3		P.No.	
10	P/F Exhaust Fan 10" to 12" plastic body complete in all respect GFC/ Pak Original good quality (R.A Approved)	4		P.No.	
11	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	9		P.Sft	
				Total of Schedule	
				G.Total Part-A	

Contractor


 Executive Engineer
 Education Electrical Works Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.01/02

CONSTRUCTION OF WOMEN HOSTELS FOR TEACHING STAFF IN THE
EXISTING GIRLS COLLEGES IN SINDH ADP NO.489 2017-18 (ELECTRIFICATION)
@ GGDC MITHI TALUKA MIHTI

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 1000/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.01/02 "Construction of Women Hostels for Teaching Staff
in the Existing Girls Colleges in Sindh ADP No.489 2017-18
(Electrification) @ GGDC Mithi Taluka Mithi**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **840000**
- (e). Amount of Bid Security:- Rs. 42000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 67200 (At 8%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 58800 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of Commence:- :- **03 (Six) Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

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

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

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

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

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


EXECUTIVE ENGINEER
EDUCAITON ELECTRICAL WORKS
DIVISION MIRPURKHAS

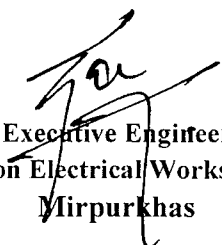
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	PART "A" SCHEDULE ITEMS				
1	Wiring for light or fan point with (3/.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	100	910.00	P/P	91000
2	Wiring for Plug Point with (3/.029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	26	742.00	P/P	19292
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	350	171.00	P.Met	59850
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	100	54.00	P.No.	5400
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	26	80.00	P.No.	2080
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	16	162.00	P.No.	2592
7	P/F brass batten holder (S.I.No. 232/P-33).	50	70.00	P.No.	3500
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	80	72.00	P.No.	5760
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	22	916.00	P.No.	20152
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	6	2456.00	P.No.	14736
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	2	9261.00	P.No.	18522
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	135	605.00	P.Met	81675
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10, mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	100	428.00	P.Met	42800
		Total Part "A"			368358
		_____ % Below/Above			
		Total:			
	PART "B" NON SCHEDULE ITEMS (R.A)				
	APPROVED				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	24		P.No.	
2	P/F Energy sever superior quality as required (R.A. Approved)	40		P.No.	

3	P/F capsole light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	12		P.No.	
4	P/F ceiling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	18		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	18		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	25		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	11		P.No.	
8	P/F Wall Breackit Fan 18" Sweep i/c connection etc complete (R.A Approved)	2		P.No.	
9	P/F Electric Water Cooler metallic body 60 gallons National Make are approved quality i/c filter etc completed (R.A Approved)	3		P.No.	
10	P/F Exhaust Fan 10" to 12" plastic body complete in all respect GFC/ Pak Original good quality (R.A Approved)	4		P.No.	
11	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	9		P.Sft	
Total of Schedule					
G.Total Part-A					

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.01/03


CONSTRUCTION OF WOMEN HOSTELS FOR TEACHING STAFF IN THE
EXISTING GIRLS COLLEGES IN SINDH ADP NO.489 2017-18 (ELECTRIFICATION)
@ IBN-RUSHED GOVT. GIRLS DEGREE COLLEGE MIRPURKHAS TALUKA
MIRPURKHAS

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 1000/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.01/01 "Construction of Women Hostels for Teaching Staff
in the Existing Girls Colleges in Sindh ADP No.489 2017-18
(Electrification) @ Ibn-Rushed Govt. Girls degree College
Mirpurkhas Taluka Mirpurkhas.**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **840000**
- (e). Amount of Bid Security:- Rs. 42000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 67200 (At 8%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 58800 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of Commence:- :- **03 (Six) Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018

Bank _____


**EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS**

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

10

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


EXECUTIVE ENGINEER
EDUCAITON/ELECTRICAL WORKS
DIVISION MIRPURKHAS


BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
<u>PART "A" SCHEDULE ITEMS</u>					
1	Wiring for light or fan point with (3/.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	100	910.00	P/P	91000
2	Wiring for Plug Point with (3/.029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	26	742.00	P/P	19292
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	350	171.00	P.Met	59850
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	100	54.00	P.No.	5400
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	26	80.00	P.No.	2080
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	16	162.00	P.No.	2592
7	P/F brass batten holder (S.I.No. 232/P-33).	50	70.00	P.No.	3500
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	80	72.00	P.No.	5760
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	22	916.00	P.No.	20152
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	6	2456.00	P.No.	14736
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	2	9261.00	P.No.	18522
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	135	605.00	P.Met	81675
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	100	428.00	P.Met	42800
Total Part "A"					368358
_____ % Below/Above					
Total:					
<u>PART "B" NON SCHEDULE ITEMS (R.A)</u>					
<u>APPROVED</u>					
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting deuts.(R.A. Approved)	24		P.No.	
2	P/F Energy sever superior quality as required (R.A. Approved)	40		P.No.	

3	P/F capsale light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	12		P.No.	
4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	18		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	18		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	25		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	11		P.No.	
8	P/F Wall Breackit Fan 18" Sweep i/c connection etc complete (R.A Approved)	2		P.No.	
9	P/F Electric Water Cooler metalic body 60 gallons National Make are approved quality i/c filter etc completed (R.A Approved)	3		P.No.	
10	P/F Exhaust Fan 10" to 12" plastic body complete in all respect GFC/ Pak Original good quality (R.A Approved)	4		P.No.	
11	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enammelled paint. (R.A. Approved)	9		P.Sft	
Total of Schedule					
G.Total Part-A					

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.01/04

CONSTRUCTION OF WOMEN HOSTELS FOR TEACHING STAFF IN THE
EXISTING GIRLS COLLEGES IN SINDH ADP NO.489 2017-18 (ELECTRIFICATION)
@ GOVT. GIRLS DEGREE COLLEGE TANDO JAN MOHAMMAD TALUKA DIGRI

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 1000/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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 prorata basis.

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

Clause – 3: Termination of the Contract.

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

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
(ii) To finalize the work by measuring the work done by the contractor.

(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 workman-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.

BIDDING DATA

- (a) Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b) Brief of Description **NIT S.NO.01/01 "Construction of Women Hostels for Teaching Staff
in the Existing Girls Colleges in Sindh ADP No.489 2017-18
(Electrification) @ Govt. Girls Degree College Tando Jan
Mohammad Taluka Digri**
- (c) Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d) Estimated Cost:- Rs. **840000**
- (e) Amount of Bid Security:- Rs. 42000 (At 5%)
- (f) Period of Bid Validity (Days):- :- 90 Days
- (g) Security Deposit (i/c bid Security):- Rs. 67200 (At 8%)
- (h) Percentage, if any, to be deducted from bills :- Rs. 58800 (At 7.50% I.Tax)
- (i) Deadline for Submission of Bids along with time:- :- 25.04.2018 1:00 P.M
- (j) Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k) Time for Completion from written order of Commence:- :- **03** (Six) **Months**
- (l) Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
- Bank** _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

10

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.

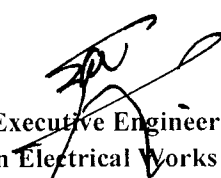
Clause-15: Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability 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.

3	P/F capsolo light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	12		P.No.	
4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	18		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	18		P.No.	
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11	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	9		P.Sft	
	Total of Schedule				
	G.Total Part-A				

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS

BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	<u>PART "A" SCHEDULE ITEMS</u>				
1	Wiring for light or fan point with (3/.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	100	910.00	P/P	91000
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12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	135	605.00	P.Met	81675
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	100	428.00	P.Met	42800
		Total Part "A"			368358
		_____ % Below/Above			
		Total:			
	<u>PART "B" NON SCHEDULE ITEMS (R.A) APPROVED</u>				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	24		P.No.	
2	P/F Enegy sever superior quality as required (R.A. Approved)	40		P.No.	

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.02/01

REHABILITATION & PROVISION OF MISSING FACILITIES IN EXISTING
COLLEGES IN MIRPURKHAS DIVISION (ADP NO. 429 OF 2016-17
(ELECTRIFICATION) @ GOVT BOYS DEGREE COLLEGE DIPLO TALUKA DIPLO

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 1000/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.02/01 "Rehabilitation & Provision of Missing Facilities in
Existing Colleges in Mirpurkhas Division (ADP No. 429 of 2016-
17(Electrification) @ Govt Boys Degree College Diplo Taluka Diplo**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **995000**
- (e). Amount of Bid Security:- Rs. 49750 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 79600 (At 8%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 69650 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of Commence:- :- **03** (Six) **Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

10

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


EXECUTIVE ENGINEER
EDUCAITON ELECTRICAL WORKS
DIVISION MRPURKHAS

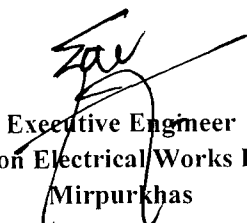
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	PART "A" SCHEDULE ITEMS				
1	Wiring for light or fan point with (3/029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	120	910.00	P/P	109200
2	Wiring for Plug Point with (3/029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	26	742.00	P/P	19292
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	450	171.00	P.Met	76950
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	120	54.00	P.No.	6480
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	26	80.00	P.No.	2080
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	16	162.00	P.No.	2592
7	P/F brass batten holder (S.I.No. 232/P-33).	80	70.00	P.No.	5600
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	80	72.00	P.No.	5760
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	24	916.00	P.No.	21984
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	6	2456.00	P.No.	14736
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	2	9261.00	P.No.	18522
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	P/F of Flood light 400 watts HPFT heaving IP 65 classification with 400 watts lamp, Chowk, Capacitor, Ignator & Internal wiring complete in all respect at the height upto 40ft. With the help of Hydrolic crain & maunal labour as per site requirement (S.I.No. 167/P-26)	4	26330.00	P.No.	105320
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	200	605.00	P.Met	121000
15	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	150	428.00	P.Met	64200
		Total Part "A"			574715
		_____ % Below/Above			
		Total:			
	PART "B" NON SCHEDULE ITEMS (R.A.)				
	APPROVED				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting deuts.(R.A. Approved)	35		P.No.	

2	P/F Enegy sever superior quality as required (R.A. Approved)	80		P.No.	
3	P/F capsole light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	18		P.No.	
4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	26		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	26		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	25		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	10		P.No.	
8	P/F Wall Breackit Fan 18" Sweep i/c connection etc complete (R.A Approved)	2		P.No.	
9	P/F Electric Water Cooler metallic body 60 gallons National Make are approved quality i/c filter etc completed (R.A Approved)	1		P.No.	
10	P/F Exhaust Fan 10" to 12" plastic body complete in all respect GFC/ Pak Original good quality (R.A Approved)	1		P.No.	
11	P/F Distribution Panel Board 3/8" thjc sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	9		P.Sft	
				Total of Schedule	
				G.Total Part-A	

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.03/01

CONSTRUCTION OF LIBRARY AND UPGRADATION OF CLASS ROOMS IN
EXISTING SCHOOLS IN DISTRICT THARPARKAR UNDER DISTRICT ADP
PROGRAM(ELECTRIFICATION) @ GGHS N/C MITHI TALUKA MITHI

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/- _____

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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 prorata basis.

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.03/01 "Construction of Library and upgradation of Class
Rooms in Existing Schools in District Tharparkar under District
ADP Program(Electrification) @ GGHS N/C Mithi Taluka Mithi**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **210000**
- (e). Amount of Bid Security:- Rs. 10500 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 16800 (At 8%)
- (h). Percentage, if any , to be deducted from bills :- Rs. 14700 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with
time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of
Commence:- :- **03** (Six) Months
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
- Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

10

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


EXECUTIVE ENGINEER
EDUCAITON ELECTRICAL WORKS
DIVISION MIRPURKHAS

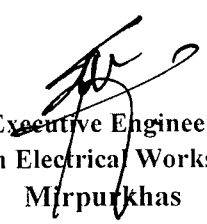
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	PART "A" SCHEDULE ITEMS				
1	Wiring for light or fan point with (3/029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	40	910.00	P/P	36400
2	Wiring for Plug Point with (3/029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	12	742.00	P/P	8904
3	Providing & Laying (Main or sub-Majns) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC condiut on surface. (S.I.No. 03/P-01).	100	171.00	P.Met	17100
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	40	54.00	P.No.	2160
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	12	80.00	P.No.	960
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	4	162.00	P.No.	648
7	P/F brass batten holder (S.I.No. 232/P-33).	20	70.00	P.No.	1400
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	12	72.00	P.No.	864
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	8	916.00	P.No.	7328
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	1	2456.00	P.No.	2456
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	1	9261.00	P.No.	9261
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC condiut on surface. (S.I.No. 08/P-01).	25	605.00	P.Met	15125
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC condiut on surface. (S.I.No. 06/P-01).	45	428.00	P.Met	19260
		Total Part "A"			122865
		_____ % Below/Above			
		Total:			
	<u>PART "B" NON SCHEDULE ITEMS (R.A)</u>				
	<u>APPROVED</u>				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting deuts.(R.A. Approved)	6		P.No.	
2	P/F Eney sever superior quality as required (R.A. Approved)	20		P.No.	
3	P/F capsle light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	4		P.No.	

4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	8		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	8		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	10		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	5		P.No.	
8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	3		P.Sft	
				Total of Schedule	
				G.Total Part-A	

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.03/02

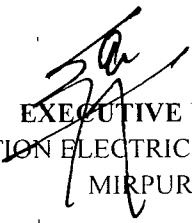
Construction of Library and upgradation of Class Rooms in Existing Schools in District Tharparkar under District ADP Program(Electrification) @ GPHS Diplo Taluka Diplo

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/- _____

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

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Mirpurkhas.**
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time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of
Commence:- :- **03** (Six) **Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

10

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS

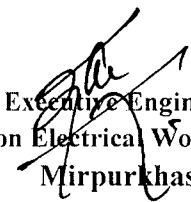
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
<u>PART "A" SCHEDULE ITEMS</u>					
1	Wiring for light or fan point with (3/029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	40	910.00	P/P	36400
2	Wiring for Plug Point with (3/029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	12	742.00	P/P	8904
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	100	171.00	P.Met	17100
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	40	54.00	P.No.	2160
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	12	80.00	P.No.	960
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	4	162.00	P.No.	648
7	P/F brass batten holder (S.I.No. 232/P-33).	20	70.00	P.No.	1400
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	12	72.00	P.No.	864
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	8	916.00	P.No.	7328
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	1	2456.00	P.No.	2456
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	1	9261.00	P.No.	9261
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	25	605.00	P.Met	15125
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	45	428.00	P.Met	19260
Total Part "A"					122865
_____ % Below/Above					
Total:					
<u>PART "B" NON SCHEDULE ITEMS (R.A)</u>					
<u>APPROVED</u>					
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	6		P.No.	
2	P/F Eney sever superior quality as required (R.A. Approved)	20		P.No.	
3	P/F capsolle light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	4		P.No.	

4	P/F ceiling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	8		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	8		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	10		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	5		P.No.	
8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	3		P.Sft	
Total of Schedule					
G.Total Part-A					

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.03/03


Construction of Library and upgradation of Class Rooms in Existing Schools in District Tharparkar under District ADP Program(Electrification) @ SALB GHSS Islamkot Taluka Islamkot

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.

(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 workman-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.

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.03/03 "Construction of Library and upgradation of Class
Rooms in Existing Schools in District Tharparkar under District
ADP Program(Electrification) @ SALB GHSS Islamkot Taluka
Islamkot**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **210000**
- (e). Amount of Bid Security:- Rs. 10500 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 16800 (At 8%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 14700 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with
time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of
Commence:- :- **03 (Six) Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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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.

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8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

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

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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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

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

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

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

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

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS

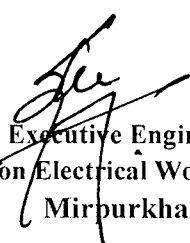
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	PART "A" SCHEDULE ITEMS				
1	Wiring for light or fan point with (3/029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	40	910.00	P/P	36400
2	Wiring for Plug Point with (3/029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	12	742.00	P/P	8904
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	100	171.00	P.Met	17100
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	40	54.00	P.No.	2160
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	12	80.00	P.No.	960
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	4	162.00	P.No.	648
7	P/F brass batten holder (S.I.No. 232/P-33).	20	70.00	P.No.	1400
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	12	72.00	P.No.	864
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	8	916.00	P.No.	7328
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	1	2456.00	P.No.	2456
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	1	9261.00	P.No.	9261
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	25	605.00	P.Met	15125
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	45	428.00	P.Met	19260
		Total Part "A"			122865
		_____ % Below/Above			
		Total:			
	<u>PART "B" NON SCHEDULE ITEMS (R.A)</u>				
	<u>APPROVED</u>				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting deuts.(R.A. Approved)	6		P.No.	
2	P/F Enegy sever superior quality as required (R.A. Approved)	20		P.No.	
3	P/F capsolight superior quality with plastic reflector i/c connection as required.(R.A. Approved)	4		P.No.	

4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	8		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	8		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	10		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	5		P.No.	
8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	3		P.Sft	
	Total of Schedule				
	G.Total Part-A				

Contractor


 Executive Engineer
 Education Electrical Works Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.03/04

Construction of Library and upgradation of Class Rooms in Existing Schools in District Tharparkar under District ADP Program(Electrification) @ GHSS Chachro Taluka Chachro

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/-

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


EXECUTIVE ENGINEER
EDUCATION-ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.03/04 "Construction of Library and upgradation of Class
Rooms in Existing Schools in District Tharparkar under District
ADP Program(Electrification) @ GHSS Chachro Taluka Chachro**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **210000**
- (e). Amount of Bid Security:- Rs. 10500 (At 5%)
- (f). Period of Bid Validity (Days):- :- 90 Days
- (g). Security Deposit (i/c bid Security):- Rs. 16800 (At 8%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 14700 (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 25.04.2018 1:00 P.M
- (j). Venue, Time & Date of Bid Opening:- :- Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M
- (k). Time for Completion from written order of Commence:- :- **03** (Six) **Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

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.

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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.

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

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

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

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

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS


BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
	PART "A" SCHEDULE ITEMS				
1	Wiring for light or fan point with (3/029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	40	910.00	P/P	36400
2	Wiring for Plug Point with (3/029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	12	742.00	P/P	8904
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	100	171.00	P.Met	17100
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	40	54.00	P.No.	2160
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	12	80.00	P.No.	960
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	4	162.00	P.No.	648
7	P/F brass batten holder (S.I.No. 232/P-33).	20	70.00	P.No.	1400
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	12	72.00	P.No.	864
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	8	916.00	P.No.	7328
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	1	2456.00	P.No.	2456
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	1	9261.00	P.No.	9261
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	25	605.00	P.Met	15125
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	45	428.00	P.Met	19260
		Total Part "A"			122865
		_____ % Below/Above			
		Total:			
	PART "B" NON SCHEDULE ITEMS (R.A)				
	APPROVED				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	6		P.No.	
2	P/F Energy sever superior quality as required (R.A. Approved)	20		P.No.	
3	P/F capsolite light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	4		P.No.	

4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	8		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	8		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	10		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	5		P.No.	
8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	3		P.Sft	
			Total of Schedule		
			G.Total Part-A		

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.04/01

Construction of Addition two class room @ GBELS Haji Sohif Sand UC Faqir Abdullah in Taluka & District Umerkot Under Community Development Program for Sustainable Development Goals 2017-18 (Electrification)

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/-

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
(ii) To finalize the work by measuring the work done by the contractor.

(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 workman-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.

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.04/01 "Construction of Addition two class room @
GBELS Haji Sohif Sand UC Faqir Abdullah in Taluka & District
Umerkot Under Community Development Program for Sustainable
Development Goals 2017-18 (Electrficaion)**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **147000**
- (e). Amount of Bid Security:- Rs. **7350** (At 5%)
- (f). Period of Bid Validity (Days):- :- **90 Days**
- (g). Security Deposit (i/c bid Security):- Rs. **11760** (At 8%)
- (h). Percentage, if any , to be deducted from bills :- Rs. **10290** (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- **25.04.2018 1:00 P.M**
- (j). Venue, Time & Date of Bid Opening:- :- **Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M**
- (k). Time for Completion from written order of Commence:- :- **03 (Six) Months**
- (l). Liquidity Damages:- :- (At 10%)
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


**EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS**

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.

(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.

(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.

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

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

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

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CONTRACTOR


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS

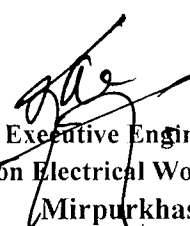
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4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	22	54.00	P.No.	1188
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	4	80.00	P.No.	320
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	2	162.00	P.No.	324
7	P/F brass batten holder (S.I.No. 232/P-33).	6	70.00	P.No.	420
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	10	72.00	P.No.	720
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as.required. (S.I.No. 203/P-31).	3	916.00	P.No.	2748
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	1	2456.00	P.No.	2456
11	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
12	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	100	428.00	P.Met	42800
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	25	605.00	P.Met	15125
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	45	428.00	P.Met	19260
		Total Part "A"			86078
		_____ % Below/Above			
		Total:			
	<u>PART "B" NON SCHEDULE ITEMS (R.A)</u>				
	<u>APPROVED</u>				
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting deuts.(R.A. Approved)	4		P.No.	
2	P/F Enegy sever superior quality as required (R.A. Approved)	12		P.No.	

3	P/F capsale light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	6		P.No.	
4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	6		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	6		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	6		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	2		P.No.	
8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accomodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	1		P.Sft	
			Total of Schedule		
			G.Total Part-A		

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No05

**CONSTRUCTION OF GIRLS LOWER SECONDARY (GLS) SCHOOL QAZI
SAHIBDINO SOOMRO, TALUKA DIPLO, DISTRICT THARPARKAR
(ADP NO.157 2017-18)**

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/- _____

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
(ii) To finalize the work by measuring the work done by the contractor.

(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 workman-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.

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.05 "Construction of Girls Lower Secondary (GLS) School
Qazi Sahibdino Soomro, Taluka Diplo, District Tharparkar (ADP
No.157 2017-18)"**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **467000**
- (e). Amount of Bid Security:- Rs. **23350** (At 5%)
- (f). Period of Bid Validity (Days):- :- **90 Days**
- (g). Security Deposit (i/c bid Security):- Rs. **37360** (At 8%)
- (h). Percentage, if any , to be deducted from bills :- Rs. **35259** (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- **25.04.2018 1:00 P.M**
- (j). Venue, Time & Date of Bid Opening:- :- **Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M**
- (k). Time for Completion from written order of Commence:- :- **03 (Six) Months**
- (l). Liquidity Damages:- :- **(At 10%)**
- (m) **CD No.** _____ **Amount Rs.** _____ **dated:** / /2018
- Bank** _____


**EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS**

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.

(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.

(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.

10

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


EXECUTIVE ENGINEER
EDUCATION/ELECTRICAL WORKS
DIVISION MIRPURKHAS

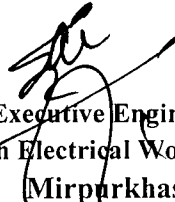
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
PART "A" SCHEDULE ITEMS					
1	Wiring for light or fan point with (3/.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	45	910.00	P/P	40950
2	Wiring for Plug Point with (3/.029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	8	742.00	P/P	5936
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	150	171.00	P.Met	25650
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	45	54.00	P.No.	2430
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	8	80.00	P.No.	640
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	3	162.00	P.No.	486
7	P/F brass batten holder (S.I.No. 232/P-33).	11	70.00	P.No.	770
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	23	72.00	P.No.	1656
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	8	916.00	P.No.	7328
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	2	2456.00	P.No.	4912
11	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
12	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	25	605.00	P.Met	15125
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	20	428.00	P.Met	8560
Total Part "A"					115442
_____ % Below/Above					
Total:					
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	12		P.No.	
2	P/F Enegy sever superior quality as required (R.A. Approved)	15		P.No.	
3	P/F capsole light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	5		P.No.	
4	P/F ceiling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	13		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	13		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	15		P.No.	
7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	5		P.No.	

8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accommodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	3		P.Sft	
9	S/F Solar Pannel solution 02 Kv 160w pannel (Mono 02) invertor 1.5Kv 01 No. MPPT latest Model with bateries 200 Amps 01 No. standard size pannel Mountin 02 Sets wiring Solar pannel 50 Mtr. With installation charges.	2		P.No.	
	Total of Schedule				
	G.Total Part-A				

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For contracts up to 2.5 Million)

Name of Work: N.I.T S.No.06

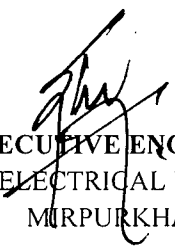
REHABILITATION / RENOVATION IN EXISTING PRIMARY SCHOOL AT GGLSS
MUHAMMAD HASHIM BHURGARI TALUKA KOT GHULAM MUHAMMAD
UNDER COMMUNITY DEVELOPMENT PROGRAM 2017-18 FOR PS-67
(ELECTRIFICATION)

Issued to M/S _____

D.R.#. _____ Dated: _____

Tender Fee Amount _____ 500/- _____

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
(ii) To finalize the work by measuring the work done by the contractor.

(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 workman-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.

BIDDING DATA

- (a). Name of Procuring Agency **Executive Engineer Education Electrical Works Division
Mirpurkhas.**
- (b). Brief of Description **NIT S.NO.06 "Rehabilitation / Renovation in existing Primary
School at GGLSS Muhammad Hashim Bhurgari Taluka Kot
Ghulam Muhammad under Community Development Program
2017-18 for PS-67 (Electrification)"**
- (c). Procuring Agency's Address **Near Shah Latif Boys High Schools Mirpurkhas**
- (d). Estimated Cost:- Rs. **490000**
- (e). Amount of Bid Security:- Rs. **24500** (At 5%)
- (f). Period of Bid Validity (Days):- :- **90 Days**
- (g). Security Deposit (i/c bid Security):- Rs. **39200** (At 8%)
- (h). Percentage, if any , to be deducted from bills :- Rs. **36995** (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- **25.04.2018** **1:00 P.M**
- (j). Venue, Time & Date of Bid Opening:- :- **Office of the Executive Engineer
Education Electrical Works Division
Mirpurkhas On 25.04.2018 @
2:00 P.M**
- (k). Time for Completion from written order of Commence:- :- **03 (Six)** **Months**
- (l). Liquidity Damages:- :- **(At 10%)**
- (m) CD No. _____ Amount Rs. _____ dated: / /2018
Bank _____


**EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS DIVISION
MIRPURKHAS**

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.

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

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

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such 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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(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 and 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.

10

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


EXECUTIVE ENGINEER
EDUCATION ELECTRICAL WORKS
DIVISION MIRPURKHAS

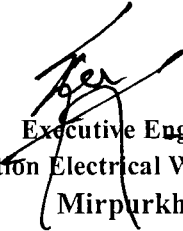
BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates.

S.#	Name of Work	Quantity	Rate	Unit	Amount
PART "A" SCHEDULE ITEMS					
1	Wiring for light or fan point with (3/029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required (S.I.No. 129/P-15).	70	910.00	P/P	63700
2	Wiring for Plug Point with (3/029) PVC insulated wire in 20mm 3/4" channal patti on surface as required. (S.I.No. 130/P-15).	16	742.00	P/P	11872
3	Providing & Laying (Main or sub-Mains) PVC insulated with size 2-7/0.29 copper conductor in 3/4" dia PVC conduit on surface. (S.I.No. 03/P-01).	200	171.00	P.Met	34200
4	P/F AC one way S.P.5 Amps switch flush type. (S.I.No.219/P-33).	70	54.00	P.No.	3780
5	P/F 2 pin 5 Amps S.P. plug, socket. (S.I.No. 222/P-33).	16	80.00	P.No.	1280
6	P/F type 3 Pin 10/15 Amps Plug & Socket flash type (S.I.No. 227/P-33).	7	162.00	P.No.	1134
7	P/F brass batten holder (S.I.No. 232/P-33).	11	70.00	P.No.	770
8	P/F backlight ceiling rose with two terminals. (S.I.No. 228/P-33).	48	72.00	P.No.	3456
9	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp S.P (TB-5S) on a prepared board as required. (S.I.No. 203/P-31).	12	916.00	P.No.	10992
10	P/F Circuit Breaker 6,10,15,20,30,40,50 & 63 Amp D.P (TB-5S) on a prepared board as required. (S.I.No. 204/P-31).	1	2456.00	P.No.	2456
11	P/F Circuit Breaker 6,10,15,20,30,40,50 & 100 Amp T.P (TB-5S) on a prepared board as required. (S.I.No. 207/P-31).	1	9261.00	P.No.	9261
12	P/F Volt Meter size 96/96 mm 500 volts as required & as per instruction of E.I (S.I.No. 285/P-41)	1	999.00	P.No.	999
13	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/064 (16 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 08/P-01).	100	605.00	P.Met	60500
14	Providing & Laying (Main or sub-mains) PVC insulated with size 2-7/052 (10 mm 2) copper conductor in 1" dia PVC conduit on surface. (S.I.No. 06/P-01).	90	428.00	P.Met	38520
Total Part "A"					242920
_____ % Below/Above					
Total:					
PART "B" NON SCHEDULE ITEMS (R.A) APPROVED					
1	P/F L.E.D tube light complete with 18 watts 4' long rod. Light emitting depts.(R.A. Approved)	32		P.No.	
2	P/F Enegy sever superior quality as required (R.A. Approved)	20		P.No.	
3	P/F capsole light superior quality with plastic reflector i/c connection as required.(R.A. Approved)	10		P.No.	
4	P/F ceilling fan 56" complete in all respect as required (GFC Karachi / Pak /Asia. (R.A. Approved)	19		P.No.	
5	P/F flush type ceiling fan dimmer imported Quality as required (R.A. Approved)	19		P.No.	
6	P/F Mix metallic sheet 2.4.6.8 hole including frame and Pvc board clip switch etc as required (R.A. Approved)	19		P.No.	

7	P/F Mix metallic sheet 1 hole including frame, switch & bell push and Pvc board clip switch etc as required (R.A. Approved)	7		P.No.	
8	P/F Distribution Panel Board 3/8" thic sheeting Double Shutter to Accommodate circuit Breker i/c Painting with enamelled paint. (R.A. Approved)	3		P.Sft	
				Total of Schedule	
				G.Total Part-A	

Contractor


Executive Engineer
Education Electrical Works Division
Mirpurkhas