

OFFICE OF THE EXECUTIVE ENGINEER
BUILDINGS DIVISION THARPARKAR
 NO.TC/G-55/ 627 /dated:- 09/02/2018.

☎:- 0232-920114

Email: xen.bldgs.mithi@gmail.com

NOTICE INVITING TENDERS.

Sealed bids from various contractor / firm / manufacturer / Distributors / parties interested for the supply of various items mentioned below, meeting the eligibility criteria have been invited to participate. Under SPPRA rule 2010 (Amended 2017).

S.#	Description of store	2% Bids Money of quoted rate	Tender Fee	Period of Completion
01	02	03	04	05
01	<u>PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.</u>			
	(i) Provision of Furniture & Fixture for Rest House Mithi.	List attached	3000/-	12-Months
	(ii) Provision of Furniture & Fixture for DPCR / Education Control Room at Darbar Hall D.C Complex Mithi.	List attached	3000/-	12-Months

PROGRAM FOR ISSUE/RECEIPT AND OPENING TENDERS

S.No	Details	1st Attempt	In case of un-responded work
			2nd Attempt
01	Last date of receipt of application for issuance of blank tender from the date of publication in the news papers & hosting on SPPRA website.	09/03/2018	26/03/2018
02	Date of receiving and opening of tenders (Tender will be received upto 1:00 pm and opened at 1:45 pm)	10/03/2018	27/03/2018.

NB:-

- 1 Contract documents and other terms and condition can be seen and blank tenders obtained from the office of undersigned on payment of tender fee.
- 2 The authorized importer/ Local manufacturer and the contractor will be responsible for any sort of breach of contract agreement and violation of terms & conditions of the tender.
- 3 The procuring agencies shall announce the result of bid evaluation in the form of a report, giving justification for acceptance or rejection of bids at least 10 days prior to the award of procurement contract.
- 4 The procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rules 2010.
- 5 Only required documents shall be submitted along with the tender.

6 **EVALUATION CRITERIA:**

- a. Quoted price.
- b. Original purchase receipt of the tender.

SPPRA INWARD DIARY

No: 5710
 DATED: 13/02/2018

- c. Compliance of the tender specification.
 - d. Bid security at the rate of 2.00% of the total amount of bid in the form of call deposit.
 - e. Authorization letter of the local manufacturer or importer to participate in the tender.
 - f. Copy of valid agency agreement of the importer with the parent manufacturing firm.
 - g. FDA / CE certificate of the product.
 - h. Valid income tax registration certificate.
 - i. Valid Sindh Sales tax registration certificate.
 - j. Valid Sindh Board of Revenue (SBR) registration.
- 7 Every bidder will have to deposit bid security at the rate 2.00% of the total amount of bid in the form of call deposit.
 - 8 Every bidder shall submit only the required documents as given under evaluation criteria.
 - 9 Bid validity shall be 90 days and shall commence from the date of opening of financial bids.
 - 10 In case of undesirable circumstances on submission/opening date and time or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue.
 - 11 Information regarding tender enquiry may please also be down loaded from SPPRA Website www.spprasindh.gov.pk and www.sindh.gov.pk.

Executive Engineer
Buildings Division
Tharparkar

Copy forwarded with compliments for information to:-

- 1/- The Secretary Information Technology, Govt: of Sindh Secretariat No. 6 @ Karachi along-with copies of N.I.T for favour of information and placing them on the Web site of Sindh Government.
- 2/- The Deputy Commissioner, Tharparkar @ Mithi.
- 3/- The Director (CB) Sindh Public Procurement Regulatory Authority Block No. 8, Sindh Secretariat No 4-A, Court Road, Karachi.
- 4/- The Director of Information (Advertisement) Public Relation Department, Block # 96 Sindh Secretariat Karachi, along-with 07 spare copies for wide publicity through three Daily Newspapers in on insertion (English) (Urdu-) (Sindhi-).
- 5/- The Superintending Engineer, Works & Services, Department, Tharparkar @ Mithi, for kind information.
- 6/- The Executive Engineer (All) under Superintending Engineer, Works & Services Department, Tharparkar @ Mithi, for information wide publicity.
- 7/- The Assistant Engineer Sub Division (All) under Executive Engineer Buildings Division, Tharparkar @ Mithi for information wide publicity.
- 8/- Assistant/Head Clerk/Drawing Branch/Notice Board (Local).

Executive Engineer
Buildings Division
Tharparkar

☎ :- (0232-920115)

OFFICE OF THE
EXECUTIVE ENGINEER BUILDINGS
DIVISION THARPARKAR

NO.TC/G-55/ 626 Dated: 09/02/2018.

To,

The Managing Director,
Sindh Public Procurement Regulatory Authority,
Karachi.

SUBJECT: - ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-18.

It is therefore requested that Annual Procurement Plan for the Year 2017-18, is submitted herewith for your kind knowledge & for necessary action please.



Executive Engineer
Buildings Division
Tharparkar

- 1/. Copy Fwcs to The Deputy Commissioner, Tharparkar for information.
- 2/. Copy Fwcs to The Superintending Engineer, Works & Services, Tharparkar for information.


Executive Engineer
Buildings Division
Tharparkar

**ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-18 IN RESPECT OF EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI
WORKS & SERVICES DEPARTMENT GOVERNMENT OF SINDH.**

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
ADP-2017-18											
1	<u>PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.</u>					District ADP	Single Stage one Envelope	--	--	Yes	Yes
	(i) Provision of Furniture & Fixture for Rest House Mithi.	--	0.5840	0.5840	0.5840	--	--	--	--	--	--
	(ii) Provision of Furniture & Fixture for DPCR / Education Control Room at Darbar Hall D.C Complex Mithi.	--	1.9320	1.9320	1.9320	--	--	--	--	--	--
		G.Total	2.5160	2.5160	2.5160						


Executive Engineer Buildings
 Division Tharparkar



NO. DC/TPRI-1374 /2017

OFFICE OF THE DEPUTY COMMISSIONER

THARPARKAR

MITHI DATED 26/4 /2017

@ dcthar@gmail.com

f Deputy Commissioner Tharparkar Office ☎ 0232-920667 / 920899 Fax ☎ 0232-920818, Res: ☎ 0232-920925 / 920714


NOTIFICATION

In compliance of Rule-31 (4) of Sindh Public Procurement Rules 2010, and with the permission of competent authority, a **Complaint Redressal Committee (CRC)** to redress grievances and settlement of disputes of bidders during the procurement proceedings in Revenue Department and respective divisions of Works & Services Department; is hereby constituted comprising the following members:

- | | |
|---|----------|
| 1. Deputy Commissioner Tharparkar | Chairman |
| 2. Superintending Engineer, Works & Services, Tharparkar | Member |
| 3. Representative of District Accounts Officer Tharparkar | Member |

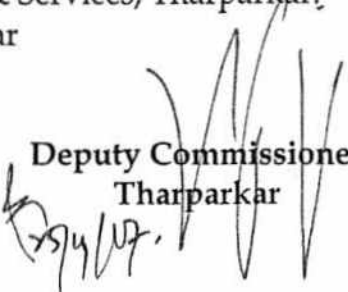
Terms of References (ToRs)

- Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
- Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
- Reverse any decision of the procurement committee or substitute its own decision for such a decision;


(MUHAMMAD ZAMAN NAREJO, P.A.S)
Deputy Commissioner
Tharparkar

CC to:

- The Secretary (GA), Services, General Administration & Coordination Department, Government of Sindh, Karachi.
- The Commissioner, Mirpurkhas Division, Mirpurkhas
- The Director (CB), Government of Sindh SPPRA, Barrack No.08, Sindh Secretariat No. 4-A Court Road, Karachi
- The Superintending Engineer, Works & Services, Tharparkar.
- The District Account Officer Tharparkar


Deputy Commissioner
Tharparkar

**OFFICE OF THE DEPUTY COMMISSIONER****THARPARKAR**

MITHI DATED 26/4/2017

@ dcthar@gmail.com

Deputy Commissioner Tharparkar Office ☎ 0232-920667 / 920899 Fax ☎ 0232-920818, Res: ☎ 0232-920925 / 920714

NOTIFICATION

In accordance with rule 7 of SPPRA 2010 and with the permission of competent authority, the **Procurement Committee** for procurement of furniture, fixture and machinery/equipment is hereby constituted comprising the following members.

1. PROCUREMENT COMMITTEE FOR PP&H SECTOR SCHEMES

- | | |
|--|----------|
| (i) Additional Deputy Commissioner-I, Tharparkar | Chairman |
| (ii) Additional Deputy Commissioner-II, Tharparkar | Member |
| (iii) Executive Engineer, Buildings Division, Tharparkar | Member |
| (iv) District Accounts Officer, Tharparkar | Member |
| (v) Assistant Executive Engineer, PHE Sub Division Mithi | Member |

2. PROCUREMENT COMMITTEE FOR EDUCATION SECTOR SCHEMES

- | | |
|---|----------|
| (i) District Education Officer (Secondary), Tharparkar | Chairman |
| (ii) Executive Engineer, Education Works Division, Tharparkar | Member |
| (iii) District Accounts Officer, Tharparkar | Member |
| (iv) Assistant Executive Engineer, Building Sub Division, Mithi | Member |
| (v) Range Forest Officer, Tharparkar | Member |

3. PROCUREMENT COMMITTEE FOR LIVESTOCK SECTOR SCHEMES

- | | |
|--|----------|
| (i) Deputy Director, Livestock, Tharparkar | Chairman |
| (ii) Executive Engineer, Buildings Division, Tharparkar | Member |
| (iii) District Accounts Officer, Tharparkar | Member |
| (iv) Assistant Executive Engineer PHE, Sub Division, Mithi | Member |
| (v) Range Forest Officer, Tharparkar | Member |

4. PROCUREMENT COMMITTEE FOR HEALTH SECTOR SCHEMES

- | | |
|---|----------|
| (i) District Health Officer Tharparkar | Chairman |
| (ii) Executive Engineer, Buildings Division, Tharparkar | Member |
| (iii) District Accounts Officer, Tharparkar | Member |
| (iv) Assistant Executive Engineer (E.W) Sub Division, Mithi | Member |
| (v) Range Forest Officer, Tharparkar | Member |

Functions and Responsibilities of the committee shall be as under:

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



(MUHAMMAD ZAMAN NAREJO, P.A.S.)

Deputy Commissioner
Tharparkar

CC to: -

- The Secretary (GA), Services, General Administration & Coordination Department, Government of Sindh, Karachi.
- The Commissioner, Mirpurkhas Division, Mirpurkhas
- The Director (CB), Government of Sindh SPPRA, Barrack No.08, Sindh Secretariat No. 4-A Court Road, Karachi.
- All Committee Members

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.

(i) Provision of Furniture & Fixture for Rest House Mithi.

Issue to Mr./MS. _____

And Charged Rs. 3000/-

Vide D.R No. _____ dated: / /2018.

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.

BIDDING DATA

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.
(i) Provision of Furniture & Fixture for Rest House Mithi.
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.584 (M)
- (e). Amount of Bid Security:- Rs. 11680/- (At 2%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 35040/- (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. At 7.50% or 10% I.Tax (Applicable)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi. At 1:45 pm on / /2018
- (k). Time for Completion from written order of Commence:- :- 12- (Twelve) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____

EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

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 work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of

inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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.

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
BUILDINGS DIVISION
THARPARKAR

**PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR /
EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI**

(I) PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI

ABSTRACT SHEET / SCHEDULE "B"

ITEMS BASED ON MARKET/ OFFERED RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
PART "A" FURNITURE & FIXTURE					
714-Sft	01	Providing & Fixing of PVC Wall panels to walls appropriate or directed by Engineer / Incharge		P.Sft	
479-Sft	02	Providing & Fixing False ceiling		P.Sft	
176-Sft	03	Providing & Fixing windows blinds of superior quality		P.Sft	
1-No	04	Supplying of LCD 80" x 80" of standard brand i.e Samsung or equaling		Each	
2-Nos	05	Supplying front table with glass top of superior quality		Each	
1-No	06	Supplying Sofa Set 3 seater with side table		Each	

Total "A" _____

SUMMARY

COST OF BID:

1. A - Cost based on Market/ Offered Rates

Rs. _____

Total Cost of Bid () = Rs. _____

**Government
Contractor**

**Executive Engineer Buildings
Division Tharparkar**

Terms and conditions.

Tender are required to comply with all the clauses mentioned in terms and conditions of the tender and prevalent SPPRA rules and any deviation found will forbid for competing in the tender. SPPRA rules shall over ride all the terms / conditions of the tender.

1. One set of Blank tender form is being supplied, which may be returned duly filled to this office the number of pages may be mentioned on the covering envelop.
2. The Bidder has to submit authorization letter of the Local manufacturer or importer, the firm he has to represent.
3. The following documents are required to be attached with the technical bid otherwise the same will not be entertained.
 - Original purchase receipt of the tender.
 - Agency agreement of the importer with the parent firm.
 - Valid Sindh Sales tax registration certificate.
 - Authorization letter of the local manufacturer / importer.
 - Valid National income tax certificate.
 - Affidavit on stamp paper containing statement that the bidding firm is neither blacklisted nor in litigation with any Govt: / Semi Govt: or autonomous body.
 - Bid security at the rate of Rs, 2.00% (Refundable) on the total amount of bid in the form of call deposit along with the Bank confirmation receipt.
 - Performance security shall be 2.00% of the total amount of work order.
 - Original literature of the product.
 - Original brochure of the product.
 - Operating manual.
 - Circuit diagram of the product.
 - Guarantee letter that the supplied equipment / instruments is original brand new and latest Model, non of the parts is replaced, old or refurbished.
4. Delivery period will be 30 days from the date of award of the contract.
5. Bid validity will be 90 days and will commence from the date of opening of commercial bids.
6. Tender should be properly sealed and the envelope must contain tender inquiry No. on the top. The Name of supplier should be affixed on the face of envelop on the left side.
7. Tender must be filled in with Blue or Black ink in the columns provided / or on separate letterhead of the firm duly signed and stamped.
8. The tender must be free from erasing, cutting and over writing. In case of erasing or cutting or over writing, authorized person must initial. Spaces left empty on tender forms and should be crossed.
9. Conditional tender shall be ignored and shall not be considered / accepted.
10. The bidders should quote their final price both in figure and words in pak currency and the rates shall be quoted per unit.
11. The supplier shall furnish the authorization letter of the manufacturer / importer and GMP Certificate on whose behalf they are participating to the effect that in case of material supplied declared sub- standard the participating firm as well as the importer will be equally responsible for consequence as per prevailing SPPRA rules.

12. The quoted rates be in pak rupees & inclusive of all taxes etc payable to federal, Provincial and district government or local bodies and no claim on this account shall be entertained.
13. No manufacturer shall authorize their distributor / agent / or any firm to quote the same item, which the manufacturer is quoting itself in the tender. Failing which offers of both the manufacturer as well as the bidder shall be rejected.
14. The purchaser, reserve the right to increase / decrease or delete the quantities as per budget.
15. The procurement committee reserves the right to annul the bidding process as per provision of SPP rule 25.
16. The purchaser will notify the successful bidder in writing, delivery by hand or by registered letter, by courier about the relevant approved lowest evaluated rates of items.
17. Subject to the fulfillment of all codal formalities, the purchase will award the contract to the successful bidder. Both the parties' i-e the purchaser and the supplier shall sign the contract agreement on the stamp paper as per prevailing Government rules, the expenditure involved on the said contract agreement shall be borne by the supplier. Stamp duty at the rate of 0.3% shall be affixed on the contract agreement by the bidder.
18. No extension shall be accorded for the stipulated delivery period.
19. The inspection committee reserves the right to reject any or all items of supplied products against tender specification or testing by any technical authority.
20. Substandard products if so declared by the PDTL / CDTL or rejected by the inspection committee shall be returned and supplier shall supply additional quantity of the same / tender specification and of standard quality without any additional expenses on the Government.
21. The bill / payment shall be processed on completion of supply and release of inspection note by the inspection committee.
22. The supplier will have to submit bill / invoice in triplicate alongwith guarantee / warrantee.
23. The bidder has to quote rates along with manufacturer as given in the tender form columns.
24. The income tax will be deducted at the prevailing rates prescribed by the Government.
25. In case of engagement of procurement committee in other official duties or Holiday announced by the Government the opening date of tender shall be set accordingly and intimated to the participating bidders.
26. Every item may be checked by any technical authority on the expenses of supplier if so desired.
27. In case of breach of agreement the bidding firm shall be declared blacklisted as per prevailing SPPRA rules.2010.
28. The bidder will be bound to ensure availability of the quoted items till the end of current financial year.
29. Every bidder will submit 02. Separate bids (one technical and other financial) in *separate envelop*. The envelops shall be titled accordingly.
30. The bidder shall ensure free installation / demonstration.
31. The bidder shall ensure availability of the spare parts whenever so required.

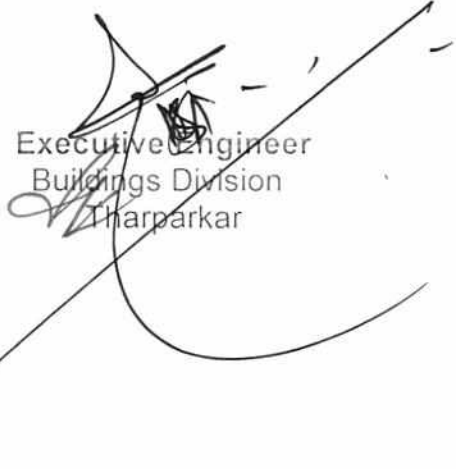
32. The contractor shall ensure 02 years free service and parts warranty +2 years free labour services and free installation at the consumer's end.

33. Prevailing rules of Sindh Public procurement Regulatory Authority shall override all the above terms and conditions.

34. **EVALUATION CRITERIA:**

1. Quoted price.
2. Original purchase receipt of the tender.
3. Compliance of the tender specification.
4. Bid security at the rate of 02% of the total amount of bid in the form of call deposit.
5. Authorization letter of the local manufacturer or importer to participate in the tender.
6. Copy of valid agency agreement of the importer with the parent manufacturing firm.
7. FDA / CE certificate of the product.
8. Valid income tax registration certificate.
9. Valid Sindh Sales tax registration certificate.
10. Valid Sindh Board of Revenue (SBR) registration.
11. Affidavit on stamp paper containing statement that the bidding firm is neither blacklisted nor in litigation with any Govt: / Semi Govt: or autonomous body.
12. Bank stability certificate.

Note: shortfall of any document given under evaluation criteria shall render the Bidding firm ineligible for competition.


Executive Engineer
Buildings Division
Tharparkar

THE TENDERER HAVE TO SIGN THE FOLLOWING UNDER TAKING.

- I/ we read / understand the terms and conditions specified in the tender enquiry and undertake.
- That I / we will remain bound to supply approved items on approved rates till the completion period.
- That I / we accept and shall comply with all the terms and conditions of the tender.
- That I / we agree whether our tender accepted as total partial or enhanced quantity for all or any single item. I / we also agree to supply and accept the said items at the same rates for the supply of contracted quantity with in stipulated period as shown in the contract.
- I/we understand and ensure for the supply of quality products I/we also agree to Supply 100% additional quintiles of the rejected items without any additional charges, if the Supplies are declared substandard.
- I/we undertake to ensure free availability of the quoted items till the end of current financial year.
- I/we undertake that, if any information submitted in the tender enquiry found incorrect or fake, our contract may be cancelled on any stage of the procurement on our cost and risk

Name of firm _____

Name of proprietor / sol distributor / authorized person _____

CNIC #. _____

Address _____

Phone # _____ Fax #. _____

We guarantee to supply the store exactly in accordance with the requirement specified in the invitation to this tender.

Signature and stamp _____

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.

(ii) Provision of Furniture & Fixture for DPCR / Education Control Room at Darbar Hall D.C Complex Mithi.

Issue to Mr./MS. _____

And Charged Rs. 3000/-

Vide D.R No. _____ dated: / /2018.

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.

BIDDING DATA

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.
(ii) Provision of Furniture & Fixture for DPCR / Education Control Room at Darbar Hall D.C Complex Mithi.
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 1.932 (M)
- (e). Amount of Bid Security:- Rs. 38640/- (At 2%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 115920/- (At 6%)
At 7.50% or 10% I.Tax
- (h). Percentage, if any, to be deducted from bills :- Rs. (Applicable)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
At 1:45 pm on / /2018
- (k). Time for Completion from written order of Commence:- :- 12- (Twelve) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

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 work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of

inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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.

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
BUILDINGS DIVISION
THARRARKAR

**PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR /
 EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI
 (II) PROVISION OF FURNITURE & FIXTURE FOR DPCR / EDUCATION CONTROL
 ROOM AT DARBAR HALL D.C COMPLEX MITHI**

ABSTRACT SHEET / SCHEDULE "B"

ITEMS BASED ON MARKET/ OFFERED RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
PART "A" FURNITURE & FIXTURE					
1-No	01	Supplying Table of large size of standard quality		Each	
2-Nos	02	Supplying of Office table with side rank		Each	
10-Nos	03	Supplying chairs of superior quality		Each	
2-Nos	04	Supplying computer table with glass top		Each	
1-No	05	Supplying round table for conference hall of superior quality (34-seater)		Each	
34-Nos	06	Supplying of chairs for conference table		Each	
1-No	07	Supplying Almerah of superior quality		Each	
8-Nos	08	Supplying split AC 2-Tons with stabilizer		Each	
22-Nos	09	Supplying of chairs of superior quality		Each	
Total "A"					

SUMMARY

COST OF BID:

1. A - Cost based on Market/ Offered Rates Rs. _____

Total Cost of Bid () = Rs. _____

**Government
Contractor**

**Executive Engineer Buildings
Division Tharparkar**

Terms and conditions.

Tender are required to comply with all the clauses mentioned in terms and conditions of the tender and prevalent SPPRA rules and any deviation found will forbid for competing in the tender. SPPRA rules shall over ride all the terms / conditions of the tender.

1. **One set of Blank tender form is being supplied, which may be returned duly filled to this office the number of pages may be mentioned on the covering envelop.**
2. **The Bidder has to submit authorization letter of the Local manufacturer or importer, the firm he has to represent.**
3. **The following documents are required to be attached with the technical bid otherwise the same will not be entertained.**
 - Original purchase receipt of the tender.
 - Agency agreement of the importer with the parent firm.
 - Valid Sindh Sales tax registration certificate.
 - Authorization letter of the local manufacturer / importer.
 - Valid National income tax certificate.
 - Affidavit on stamp paper containing statement that the bidding firm is neither blacklisted nor in litigation with any Govt: / Semi Govt: or autonomous body.
 - Bid security at the rate of Rs, 2.00% (Refundable) on the total amount of bid in the form of call deposit along with the Bank confirmation receipt.
 - Performance security shall be 2.00% of the total amount of work order.
 - Original literature of the product.
 - Original brochure of the product.
 - Operating manual.
 - Circuit diagram of the product.
 - Guarantee letter that the supplied equipment / instruments is original brand new and latest Model, non of the parts is replaced, old or refurbished.
4. Delivery period will be 30 days from the date of award of the contract.
5. Bid validity will be 90 days and will commence from the date of opening of commercial bids.
6. Tender should be properly sealed and the envelope must contain tender inquiry No. on the top. The Name of supplier should be affixed on the face of envelop on the left side.
7. Tender must be filled in with Blue or Black ink in the columns provided / or on separate letterhead of the firm duly signed and stamped.
8. The tender must be free from erasing, cutting and over writing. In case of erasing or cutting or over writing, authorized person must initial. Spaces left empty on tender forms and should be crossed.
9. Conditional tender shall be ignored and shall not be considered / accepted.
10. The bidders should quote their final price both in figure and words in pak currency and the rates shall be quoted per unit.
11. The supplier shall furnish the authorization letter of the manufacturer / importer and GMP Certificate on whose behalf they are participating to the effect that in case of material supplied declared sub- standard the participating firm as well as the importer will be equally responsible for consequence as per prevailing SPPRA rules.

12. The quoted rates be in pak rupees & inclusive of all taxes etc payable to federal, Provincial and district government or local bodies and no claim on this account shall be entertained.
13. No manufacturer shall authorize their distributor / agent / or any firm to quote the same item, which the manufacturer is quoting itself in the tender. Failing which offers of both the manufacturer as well as the bidder shall be rejected.
14. The purchaser, reserve the right to increase / decrease or delete the quantities as per budget.
15. The procurement committee reserves the right to annul the bidding process as per provision of SPP rule 25.
16. The purchaser will notify the successful bidder in writing, delivery by hand or by registered letter, by courier about the relevant approved lowest evaluated rates of items.
17. Subject to the fulfillment of all codal formalities, the purchase will award the contract to the successful bidder. Both the parties' i-e the purchaser and the supplier shall sign the contract agreement on the stamp paper as per prevailing Government rules, the expenditure involved on the said contract agreement shall be borne by the supplier. Stamp duty at the rate of 0.3% shall be affixed on the contract agreement by the bidder.
18. No extension shall be accorded for the stipulated delivery period.
19. The inspection committee reserves the right to reject any or all items of supplied products against tender specification or testing by any technical authority.
20. Substandard products if so declared by the PDTL / CDTL or rejected by the inspection committee shall be returned and supplier shall supply additional quantity of the same / tender specification and of standard quality without any additional expenses on the Government.
21. The bill / payment shall be processed on completion of supply and release of inspection note by the inspection committee.
22. The supplier will have to submit bill / invoice in triplicate alongwith guarantee / warrantee.
23. The bidder has to quote rates along with manufacturer as given in the tender form columns.
24. The income tax will be deducted at the prevailing rates prescribed by the Government.
25. In case of engagement of procurement committee in other official duties or Holiday announced by the Government the opening date of tender shall be set accordingly and intimated to the participating bidders.
26. Every item may be checked by any technical authority on the expenses of supplier if so desired.
27. In case of breach of agreement the bidding firm shall be declared blacklisted as per prevailing SPPRA rules.2010.
28. The bidder will be bound to ensure availability of the quoted items till the end of current financial year.
29. Every bidder will submit 02. Separate bids (one technical and other financial) in *separate envelop*. The envelops shall be titled accordingly.
30. The bidder shall ensure free installation / demonstration.
31. The bidder shall ensure availability of the spare parts whenever so required.

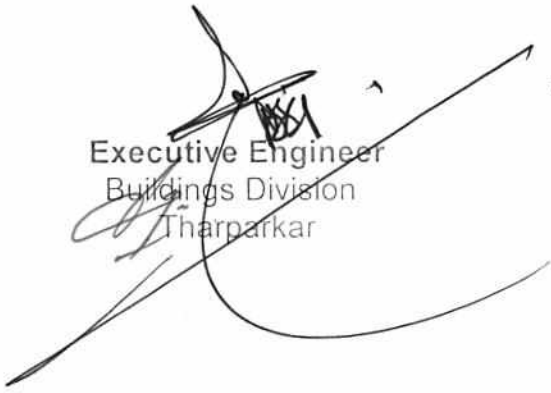
32. The contractor shall ensure 02 years free service and parts warranty +2 years free labour services and free installation at the consumer's end.

33. Prevailing rules of Sindh Public Procurement Regulatory Authority shall override all the above terms and conditions.

34. **EVALUATION CRITERIA:**

1. Quoted price.
2. Original purchase receipt of the tender.
3. Compliance of the tender specification.
4. Bid security at the rate of 02% of the total amount of bid in the form of call deposit.
5. Authorization letter of the local manufacturer or importer to participate in the tender.
6. Copy of valid agency agreement of the importer with the parent manufacturing firm.
7. FDA / CE certificate of the product.
8. Valid income tax registration certificate.
9. Valid Sindh Sales tax registration certificate.
10. Valid Sindh Board of Revenue (SBR) registration.
11. Affidavit on stamp paper containing statement that the bidding firm is neither blacklisted nor in litigation with any Govt: / Semi Govt: or autonomous body.
12. Bank stability certificate.

Note: *shortfall of any document given under evaluation criteria shall render the Bidding firm ineligible for competition.*


Executive Engineer
Buildings Division
Tharparkar

THE TENDERER HAVE TO SIGN THE FOLLOWING UNDER TAKING.

- I/ we read / understand the terms and conditions specified in the tender enquiry and undertake.
- That I / we will remain bound to supply approved items on approved rates till the completion period.
- That I / we accept and shall comply with all the terms and conditions of the tender.

- That I / we agree whether our tender accepted as total partial or enhanced quantity for all or any single item. I / we also agree to supply and accept the said items at the same rates for the supply of contracted quantity with in stipulated period as shown in the contract.
- I/we understand and ensure for the supply of quality products I/we also agree to Supply 100% additional quintiles of the rejected items without any additional charges, if the Supplies are declared substandard.
- I/we undertake to ensure free availability of the quoted items till the end of current financial year.
- I/we undertake that, if any information submitted in the tender enquiry found incorrect or fake, our contract may be cancelled on any stage of the procurement on our cost and risk

Name of firm _____

Name of proprietor / sol distributor / authorized person _____

CNIC #. _____

Address _____

Phone # _____ Fax #. _____

We guarantee to supply the store exactly in accordance with the requirement specified in the invitation to this tender.

Signature and stamp _____

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

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.

BIDDING DATA

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

- (a). **Name of Procuring Agency** _____
- (b). **Brief Description of Works** _____
- (c). **Procuring Agency's address:-** _____
- (d). **Estimated Cost:-** _____
- (e). **Amount of Bid Security:-** _____ (Fill in lump sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). **Period of Bid Validity (days):-** _____ (Not more than sixty days).
- (g). **Security Deposit:-(including bid security):-** _____
(in % age of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills :-** _____
- (i). **Deadline for Submission of Bids along with time :-** _____
- (j). **Venue, Time, and Date of Bid Opening:-** _____
- (k). **Time for Completion from written order of commence: -** _____
- (L). **Liquidity damages:-** _____ (0.05 of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%).
- (m). **Deposit Receipt No: Date: Amount:(in words and figures)**

(Executive Engineer/Authority issuing bidding document)


Executive Engineer
Buildings Division
Tharparkar

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.

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause-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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

BILL OF QUANTITIES

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

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

Amount TOTAL (a)

----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

*Executive Engineer
Buildings Division
Tharparkar*

Summary of Bill of Quantities.

Cost of Bid

Amount

1. (A) Cost based on Composite Schedule of Rates.

2. (B) Cost based on Non/Offered Schedule of Rates.

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

Contractor

Executive Engineer/Procuring Agency


Executive Engineer
Buildings Division
Tharparkar