

Tell # 0233-9290047.

OFFICE OF THE EXECUTIVE ENGINEER BUILDING DIVISION MIRPURKHAS

NO: TC/G-55/ 171 / 2018, DATED: 26 - 02 -2018.

The Director,
Government of Sindh,
Sindh Public Procurement Regulatory Authority
KARACHI.

Subject :- **DOCUMENT REQUIRED WITH NIT No.TC/G-55 / 170,**
Dated: 26-02-2018

It is brought to your kind knowledge that the below mention documents are enclosed herewith for favour of advertisement of above NIT.

- a. Notice Inviting Tenders.
- b. Notification of Procurement Committee
- c. Notification of Complaint Redressal Committee
- d. Bidding documents i/c Schedule "B".
- e. Annual Procurement plan.

DA/As above.


EXECUTIVE ENGINEER
BUILDINGS DIVISION
MIRPURKHAS

SPPRA INWARD DIARY
NO : 6362
DATED 27-2-2018

Tell # 0233-9290047.

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MIRPURKHAS.

NO.TC/G-55/ 170 / 2018, DATED: 26 - 02 - 2018.

NOTICE INVITING TENDERS.

Sealed Bids are invited from the interested bidders / suppliers / Contractor firms for procurement / execution of the following work in the light of SAPRA Rules 2010 to reason that the N.I.T. was not published in Newspaper.

LIST OF WORKS

Sr. No.	Name of Works	Estimate cost	Bid Security	Tenders Fee	Completion Period.
1	2	3	4	5	6
1	Construction of Boundary Wall of Eid Gah at Village Jamil Lodho, Deh: 105, UC. Turk Ali Mari Taluka Hussain Bux Mari District Mirpurkhas.	0.9800 (M)	0.0490 (M)	1500 /-	12-Months
2	Construction of Boundary Wall of Dargah Basham Brohi, Eid Gah Haji Shah Bux Lashari in UC. Kheerao Taluka Sindhri District Mirpurkhas.	0.9800 (M)	0.0490 (M)	1500 /-	12-Months
3	M&R to Deputy Commissioner Office Mirpurkhas.	1.0000 (M)	0.0500 (M)	2000 /-	06-Months
4	M&R to Office of the Superintending Engineer (W&S) Mirpurkhas.	0.3760 (M)	0.0188 (M)	1000 /-	06-Months
5	M&R to Additional Deputy Commissioner-I Residence Bungalow Mirpurkhas.	0.5000 (M)	0.0250 (M)	1000 /-	06-Months

- 01 All the Contractor / intended participant firms can purchase the separate set of tenders on payment of tender fee each work from the date of Publication of NIT in leading News Papers / SPPRA website upto **21-03-2018 @ 1.00 (PM)** . The same will be received back on **22-03-2018 Upto 1.00 (PM)** and the same will be opened on same day 2.00 (PM) in presence of the Contractors and Procurement Committee.
- 02 Eligibility condition for intending participants are as under:-
- i) Documentary evidence of work executed / works in progress and certificates of satisfactory completion or works by the employers.
- ii) List of work in Progress indicating cost of each work and copy of letter of award or work.
- 03 Registration with income Tax Department (NTN Certificate) / state certificate where required and copy N.I.C at the time of submission bids.
- 04 Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
- 05 The bidders should submit earnest money as shown against each work in shape of call Deposit prepared from the scheduled bank in favour of the Undersigned.
- 06 Affidavit to the effect that the firm / Contractor have not been black listed previously by any executing Agency.
- 07 Affidavit with effect that all documents / Particulars / information furnished are true and correct.
- 08 Tender will not be received after the schedule time.
- 09 The bidders should produce registration with Sindh Revenue Board in light of SPPRA Rule 2010 amended rule 46(1)(ii) of 2014.

TERMS AND CONDITION OF THE TENDERS.

- i) No conditional tenders will not be entertained.
- ii) No tenders without Call Deposit will be considered.


- iii) The component authority reserve the rights to reject any or all the bids subject to provision of SPPRA Rule 2010 / Amendment 2013.
- iv) If, the tenders are un-responded the same will be issued and opened in the presence of the Undersigned and the committee on the following dates & Time.
- v) In case any member or procurement committee happens to be out of head quarters the bids will be received back and opened as per given schedule the next working day.

Sale of Blank Tenders.	Received of the Tenders.	Opening of the Tenders.
05-04-2018 (1.00 pm)	06-04-2018 (01.00 pm)	06-04-2018 (02.00 pm)

EXECUTIVE ENGINEER
Buildings Division
Mirpurkhas

Copy f.w.c's to the :-

- 1 The Director (A&F) Government of Sindh, Sindh Public Procurement Regulatory Authority Block-8, Sindh Secretaries 4-A Court Road, Karachi for publicity on SPPRA website / CD attached.
- 2 The Chief Engineer, Buildings Department Government of Sindh Hyderabad for favour of his kind information.
- 3 The Deputy Commissioner District Mirpurkhas for favour of kind information,
- 4 The Superintending Engineer Works & Services Department Mirpurkhas for favour of kind information.
- 5 Copy forwarded to the Executive Engineer (All) under Superintending Engineer Works & Services Department Mirpurkhas for favour of kind information.
- 6 The Assistant Engineer (All) under Executive Engineer Building Division Mirpurkhas.
- 7 Copy to Notice Board / Drawing Branch / H.C Branch / Accounts Branch.


EXECUTIVE ENGINEER
Buildings Division
Mirpurkhas



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the ^{27~~th~~} January, 2017

NOTIFICATION

No.E&A(W&S)3-9/91-16: In partial modification of this department's Notification dated:04.09.2013. With the approval of Competent Authority a Re-Constitution of Procurement Committee with the following composition, in terms of Rule-07&08 of Sindh Public Procurement Rules-2010 (Amended 2013) in the Office of Executive Engineer, Buildings Division, Mirpurkhas with the following composition:-

- | | |
|--|----------|
| 1. Executive Engineer , Buildings Division, Mirpurkhas | Chairman |
| 2. Assistant Engineer, Education Works Sub- Division, Mirpurkhas | Member |
| 3. Divisional Accounts Officer, Buildings Division , Mirpurkhas | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-7&8 of Sindh Public Procurement Rules-2010 (Amended 2013).

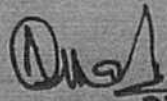
SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-16

Karachi, dated the ^{27~~th~~} January, 2017.

A copy is forwarded for information to:-

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


SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH
27/01/17

Tell # 0233-9290047**OFFICE OF THE EXECUTIVE ENGINEER BUILDING DIVISION MIRPURKHAS**

NO: TC/G-55/ 99 / 2018, DATED: 06 - 02 -2018.

NOTIFICATION

In exercise of power conferred by Rule-31 of Sindh Public Procurement (SPP) Rule 2010 the "Complaints Redressal Committee" is hereby constituted for office of the Executive Engineer, Buildings Division Mirpurkhas.

SR No:	Name and Designation	
01	02	
01	Superintending Engineer Works & Services Department Mirpurkhas.	Chairman
02	Divisional Account Officer Building Division Mirpurkhas.	Member
03	Mr. Shuja-ud-Din	Member

The Committee shall act as per provision of Rule-31 (1) (2) (a) (b) (3) (4) (a) (bb) (c) & (5) of Sindh Public Procurement Rule 2010.


EXECUTIVE ENGINEER
 Building Division
 Mirpurkhas

EXECUTIVE ENGINEER BUILDING DIVISION MIRPURKHAS.**ANNUAL PROCUREMENT PLAN (WORKS & SERVICES) FOR THE YEAR 2017-18**

(Rs. in Million)

Sr. No.	Description of Procurement	Quantity (Where applicable)	Estimated Unit Cost (Where applicable Million)	Funds allocated in Million	Source of funds(ADP/ Non ADP)	Proposed Procurement Method	Timing of Procurements				Remarks
							1st Qrt	2nd: Qrt	3rd: Qrt	4th Qrt	
1	2	3	4	5	6	7	8				
1	Construction of Boundary Wall of Eid Gah at Village Jamil Lodho, Deh: 105, UC. Turk Ali Mari Taluka Hussain Bux Mari District Mirpurkhas.	Building works	0.9800	0.9800	Com: Dev: Prog: for Sust: Goals.	Single Stage One Envolep Procurement					
2	Construction of Boundary Wall of Dargah Basham Brohi, Eid Gah Haji Shah Bux Lashari in UC. Kheerao Taluka Sindhri District Mirpurkhas.	Building works	0.9800	0.9800	Com: Dev: Prog: for Sust: Goals.	Single Stage One Envolep Procurement					
3	M&R to Deputy Commissioner Office Mirpurkhas.	Building works	1.0000	1.0000	M&R Work.	Single Stage One Envolep Procurement					
4	M&R to Office of the Superintending Engineer (W&S) Mirpurkhas.	Building works	0.3760	0.3760	M&R Work.	Single Stage One Envolep Procurement					
5	M&R to Additional Deputy Commissioner-I Residence Bungalow Mirpurkhas.	Building works	0.5000	0.5000	M&R Work.	Single Stage One Envolep Procurement					


EXECUTIVE ENGINEER
 BUILDINGS DIVISION
 MIRPURKHAS

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- 1 **Construction of Boundary Wall of Eid Gah at Village Jamil Lodho, Deh: 105, UC. Turk Ali Mari Taluka Hussain Bux Mari District Mirpurkhas.**

Issued to Mr. / M/s. _____

DR. No. _____ *Dated:* _____

Tender Fee Amount. Rs. _____

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

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.

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290047
Sr. No.01

NIT No.TC/G-55/ 170

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

- (a). Name of Procuring Agency :- Executive Engineer, Buildings Division Mirpurkhas.
- (b). Brief Description of Works :- 1 Construction of Boundary Wall of Eid Gah at Village Jamil Lodho, Deh: 105, UC. Turk Ali Mari Taluka Hussain Bux Mari District Mirpurkhas.
- (c). Procuring Agency's Address :- Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). Estimated Cost :- Rs. 0.9800 (M)
- (e). Amount of Bid Security :- Rs. 0.0490 (M) (Fill in lump sum amount or in %age of Bid Amount / Estimated Cost, but not exceeding 5%)
- (f). Period of Bid Validity (Days) :- 90-Days. (Not more than Ninety days).
- (g). Security Deposit :- (including Bid Security) Rs. 0.0882 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). Percentage, if any, to be Deducted from Bills. --
- (i). Deadline for Submission of Bids alongwith time :- 21-03-2018 (01:00 PM)
(1st Attempt)
- (j). Venue, Time and Date of Bid Opening :- 22-03-2018 (01:00 PM)
(1st Attempt)
- (k). Time for Completion form written order of commence :- 12-Months
- (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 Rs. _____

(Executive Engineer / Authority issuing bidding documents).

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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES

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

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

(SCHEDULE "B" ATTACHED)

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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

Executive Engineer/Procuring Agency

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)**(SCHEDULE "B" ATTACHED)****Contractor****Executive Engineer/Procuring Agency**

**Construction of Boundary Wall of Eid Gah at Village Jamal Lodho Deh 105 UC Truk Ali Mari
Taluka Hussain Bux Mari District Mirpurkhas.**

Schedule "B".

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>Part (A) Boundry Wall Eid Gah Jamal Lodho</u>					
1	Execvation and foundation of building bridges and other structure i/c dagbelling dressing and refilling around the structure with excavated earth watering and remming lead upto one chain and lift upto 5ft(b) In ordinary soil. (S.I.No: 18(b) P-4)	1,107 -Cft:	3176.25	%-0Cft:	3,516
2	Cement concrete brick or stone ballast 1-1/2" thick to 2" gauze ratio 1.5:10. (S.I.No:04(c) P-15)	403 -Cft:	8694.95	%-Cft:	35,041
3	Cement concrete plain including placing compacting and curing and washing stone aggregate without shuttering ration 1:2:4. (S.I.No:05,(f) P-16)	59 -Cft:	14429.25	%-Cft:	8,513
4	Pacca brick work in foundation and plinth in cement sand mortor 1:6 (S.I.NO:4 P-24)	518 -Cft:	11948.36	%-Cft:	61,893
5	Filling, watering and ramming earth in floors with surplus earth from foundation lead upto one chain and lift upto 5 ft: (S.I.No:21, P-04)	1,107 -Cft:	1512.50	%0-Cft:	1,674
6	R.C.C work including all labour and material except the cost of steel reinforcement for bending and binding which will be paid separately. this rate also includes all kinds of forms mould lifting shuttering curing and washing of shingle(A) R.C work including roofslab, beams columns ,rafts lintels and other structure member laid in situ or precast and lead in position in all respect ratio 1:2:4 90 lbs: cementy 2-cft: sand 4-cft: shingle 1/8" to 1/4" inch guaze. (SI.No: 6, P-15)	448 -Cft:	337	P-Cft:	150,976
7	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and festeining including cost of binding wire (also includes removal rust from bars) (a) Tor bars.(S I No 08(b) P-16)				
(a)	Tar Bar	17.92 -Cwt:	5001.70	P.Cwt:	89,630
(b)	Mild Steel	8.96 -Cwt:	4820.20	P.Cwt:	43,189
8	Pacca brick work other than building i/c skirting of joints upto 20' height in (l-e) cement sand mortar ratio 1:6.(S.No:07(l-e) P-22)	670 -Cft:	12346.65	%-Cft:	82,723
9	Cement plaster 1:6 upto 20" height (b) 1/2" thick. (S.I.No:13(b) P-52)	4,311 -Sft:	2206.60	%-Sft:	95,127
10	Cement plaster 1:4 upto 20" height (a) 3/8" thick. (S.I.No:11(a) P-52)	4,311 -Sft:	2197.52	%-Sft:	94,735
11	Making and fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x 2" 3/8" and 3/4" square bars 4" centre to centre with locking arrangement. (S.I.No:24, P-92)	50 -Sft:	726.72	P.Sft:	36,336
12	Painting old surface. (d) Painting guard bars, gates iron bars gratings, railings i/c standard braces (etc) and similar open work any type 03-coats. (S.I.No:04(d) P-69)	100 -Sft:	976.58	%-Sft:	977

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
13	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper, filling the voids with chalk / plaster of paris and then painting with waether coat of approved make 03-coats. (new surface) (S.I.No.38(c), P-56)	4,361 -Sft:	2567.95	%-Sft:	111,988
Total :-					816,318

Part (B) Non Schedule Items

1	S/F Scheme Home Foundation Marble Stone i/c Writing Lettering etc complete.	1 -No:		Each.	
Total :-					

GENERAL ABSTRACT.

1) Part (A) Boundry Wall Eid Gah Jamal Lodho	RS:-	816,318
2) Part (B) Non Schedule Items	RS:-	
G. TOTAL :-		

NOTE :-

- 1) Only hill sand will be used
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively

Contractor


 Executive Engineer
 Buildings Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- **2 Construction of Boundary Wall of Dargah Basham Brohi, Eid Gah Haji Shah Bux Lashari in UC. Kheerao Taluka Sindhri District Mirpurkhas.**

Issued to Mr. / M/s. _____

DR. No. _____ *Dated:* _____

Tender Fee Amount. Rs. _____

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

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.

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290047
Sr. No.02

NIT No.TC/G-55/ 170

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

- (a). Name of Procuring Agency :- Executive Engineer, Buildings Division Mirpurkhas.
- (b). Brief Description of Works :- 2 Construction of Boundary Wall of Dargah Basham Brohi, Eid Gah Haji Shah Bux Lashari in UC. Kheerao Taluka Sindhri District Mirpurkhas.
- (c). Procuring Agency's Address :- Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). Estimated Cost :- Rs. 0.9800 (M)
- (e). Amount of Bid Security :- Rs. 0.0490 (M) (Fill in lump sum amount or in %age of Bid Amount / Estimated Cost, but not exceeding 5%)
- (f). Period of Bid Validity (Days) :- 90-Days. (Not more than Ninety days).
- (g). Security Deposit :- (including Bid Security) Rs. 0.0882 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). Percentage, if any, to be Deducted from Bills. --
- (i). Deadline for Submission of Bids alongwith time :- 21-03-2018 (01:00 PM)
(1st Attempt)
- (j). Venue, Time and Date of Bid Opening :- 22-03-2018 (01:00 PM)
(1st Attempt)
- (k). Time for Completion form written order of commence :- 12-Months
- (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 Rs. _____

(Executive Engineer / Authority issuing bidding documents).

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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

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

(SCHEDULE "B" ATTACHED)

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

Draft Bidding Document for Works up to 4.00 M

(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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

Executive Engineer/Procuring Agency

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)**(SCHEDULE "B" ATTACHED)****Contractor****Executive Engineer/Procuring Agency**

**Construction of Boundary Wall of Dargah Basham Brohi & Eidh Gah Taluka Sindhri District
Mirpurkhas.**

Schedule "B".

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>Part (A) Boundry Wall Dargah Basham Brohi Eidh Gah</u>					
1	Execvaton and foundation of building bridges and other structure i/c dagbelling dressing and refilling around the structure with excavated earth watering and remming lead upto one chain and lift upto 5'ft(b) In ordinary soil. (S.I.No: 18(b) P-4)	1,107 -Cft:	3176.25	%-0Cft:	3,516
2	Cement concrete brick or stone ballast 1-1/2" thick to 2" gauze ratio 1:5:10. (S.I.No:04(c) P-15)	403 -Cft:	8694.95	%-Cft:	35,041
3	Cement concrete plain including placing compacting and curing and washing stone aggregate without shuttering ration 1:2:4. (S.I.No:05,(f) P-16)	59 -Cft:	14429.25	%-Cft:	8,513
4	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (S.I.NO:4 P-24)	518 -Cft:	11948.36	%-Cft:	61,893
5	Filling, watering and ramming earth in floors with surplus earth from foundation lead upto one chain and lift upto 5 ft. (S.I.No:21, P-04)	1,107 -Cft:	1512.50	%0-Cft:	1,674
6	R.C.C work including all labour and material except the cost of steel reinforcement for bending and binding which will be paid separately. this rate also includes all kinds of forms mould lifting shuttering curing and washing of shingle(A) R.C work including roofslab, beams columns ,rafts lintels and other structure member laid in situ or precast and lead in position in all respect ratio 1:2:4 90 lbs: cementy 2-cft: sand 4-cft: shingle 1/8" to 1/4" inch guaze. (SI.No: 6, P-15)	448 -Cft:	337	P-Cft:	150,976
(a)	Tar Bar	17.92 -Cwt:	5001.70	P.Cwt:	89,630
(b)	Mild Steel	8.96 -Cwt:	4820.20	P.Cwt:	43,189
8	Pacca brick work other than building i/c skirting of joints upto 20' height in (l-e) cement sand mortar ratio 1:6 (S.No 07(l-e) P-22)	670 -Cft:	12346.65	%-Cft:	82,723
9	Cement plaster 1:6 upto 20" height (b) 1/2" thick. (S.I.No:13(b) P-52)	4,311 -Sft:	2206.60	%-Sft:	95,127
10	Cement plaster 1:4 upto 20" height (a) 3/8" thick. (S.I.No:11(a) P-52)	4,311 -Sft:	2197.52	%-Sft:	94,735
11	Making and fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x 2" 3/8" and 3/4" square bars 4" centre to centre with locking arrangement. (S.I.No:24, P-92)	50 -Sft:	726.72	P.Sft:	36,336
12	Painting old surface. (d) Painting guard bars, gates iron bars gratings, railings i/c standard braces (etc) and similar open work any type 03-coats. (S.I.No:04(d) P-69)	100 -Sft:	976.58	%-Sft:	977

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
13	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper, filling the voids with chalk / plaster of paris and then painting with waether coat of approved make 03-coats. (new surface) (S.I.No:38(c), P-56)	4,361 -Sft:	2567.95	%-Sft:	111,988
Total :-					816,318

Part (B) Non Schedule Items

1	S/F Scheme Home Foundation Marble Stone i/c Writing Lettering etc complete.	1 -No:	Each.
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Total :-

GENERAL ABSTRACT.

1) Part (A) Boundry Wall Dargah Basham Brohi Eidh Gah	RS:-	816,318
2) Part (B) Non Schedule Items	RS:-	_____
	G. TOTAL :-	=====

NOTE :-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively

Contractor


Executive Engineer
 Buildings Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- 3 M&R to Deputy Commissioner Office
Mirpurkhas.

Issued to Mr. / M/s. _____

DR. No. _____ Dated: _____

Tender Fee Amount. Rs. _____

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

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.

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290047
Sr. No.03

NIT No.TC/G-55/ 170

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

- (a). Name of Procuring Agency :- Executive Engineer, Buildings Division Mirpurkhas.
- (b). Brief Description of Works :- 3 M&R to Deputy Commissioner Office Mirpurkhas.
- (c). Procuring Agency's Address :- Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). Estimated Cost :- Rs. 1.0000 (M)
- (e). Amount of Bid Security :- Rs. 0.0500 (M) (Fill in lump sum amount or in %age of Bid Amount / Estimated Cost, but not exceeding 5%)
- (f). Period of Bid Validity (Days) :- 90-Days. (Not more than Ninety days).
- (g). Security Deposit :- (including Bid Security) Rs. 0.0900 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). Percentage, if any, to be Deducted from Bills. --
- (i). Deadline for Submission of Bids alongwith time :- 21-03-2018 (01:00 PM)
(1st Attempt)
- (j). Venue, Time and Date of Bid Opening :- 22-03-2018 (01:00 PM)
(1st Attempt)
- (k). Time for Completion form written order of commence :- 06-Months
- (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 Rs. _____

(Executive Engineer / Authority issuing bidding documents).

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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

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

(SCHEDULE "B" ATTACHED)

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

Draft Bidding Document for Works up to 4.00 M

(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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

Executive Engineer/Procuring Agency

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)**(SCHEDULE "B" ATTACHED)****Contractor****Executive Engineer/Procuring Agency**

M&R to Deputy Commissioner Office Mirpurkhas.

Schedule "B"

Sr. No.	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>PART "A" BUILDING SCHEDULE ITEMS</u>					
1	Dismantling cement concrete plain 1:2:4. (S.I.No:19(c) P-10)	1,895 -Cft:	3327.50	%-Cft:	63,056
2	French polishing complete (a) new work. (S.I.No:07(a) P-77)	1,748 -Sft:	2049.85	%-Sft:	35,831
3	A) Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete. (new surface) (S.I.No:36, P-61)	8,582 -Sft:	838.28	%-Sft:	71,941
4	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper, filling the voids with chalk / plaster of paris and then painting with waether coat of approved make 03-coats. (new surface) (S.I.No:38(c), P-56)	2,887 -Sft:	2567.95	%-Sft:	74,130
5	Distempering on walls 02-coats. (S.I.No:24(b) P-54)	3,986 -Sft:	1043.90	%-Sft:	41,606
6	Painting old surface. (c) Painting doors and windows any type 02-coats. (S.I.No:04(c-ii) P-68)	906 -Sft:	1160.06	%-Sft:	10,510
7	First class deodar wood wrought joinery work in wire guaze door and windows with 22 S.W.G. Galvanized wire guaze 144 mesh per square inch iron fittings complete. (a) 1-3/4" thick deodar wood framing i/c wire guaze with ordinary hinges. (S.I.No:14(a), P-59)				
(a)	Galvanized wire guaze fixed to chowkats 3/4" deodar wood strips and screws.	192 -Sft:	190.72	P.Sft:	36,618
8	Painting old surface. (b) Painting sashes, fan lights, glazed or guazed, doors and windows any type 02-coats. (S.I.No:04(b) P-68)	416 -Sft:	674.19	%-Sft:	2,805
9	Painting old surface. (d) Painting guard bars, gates iron bars gratings, railings i/c standard braces (etc) and similar open work any type 02-coats. (S.I.No:04(d) P-69)	7,443 -Sft:	674.19	%-Sft:	50,181
10	Supplying and fixing wall panels i/c supplying and making deodar wood 2nd class frame work for partition walls. (S.I.No:56, P-72)	165 -Sft:	9330.23	%-Sft:	15,395
11	Providing and laying topping cement concrete 1:2:4 including surface finishing and dividing into panels. (S.I.No:16(a), P-42)				
(a)	1-1/2" thick topping.	10,094 -Sft:	2548.29	%-Sft:	257,224

<i>Sr. No.</i>	<i>Items of Work.</i>	<i>Qty.</i>	<i>Rate.</i>	<i>Unit.</i>	<i>Amount.</i>
12	Two coats of bitumen laid hot using 34-Lbs: for %-Sft: over roof and blinded with sand at one Cft: per %-Sft: (S.I.No:13, P-35)	10,094 -Sft:	1887.40	%-Sft:	190,514
Total:-					849,811

NOTE:-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) Item / Quantities / Rates and Amount are estimates provisional and will be corrected in accordance to the Detail Working estimate sanctioned by competent authority.
- 7) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively.

Contractor


Executive Engineer
 Buildings Division
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- 4 M&R to Office of the Superintending Engineer
(W&S) Mirpurkhas.

Issued to Mr. / M/s. _____

DR. No. _____ *Dated:* _____

Tender Fee Amount. Rs. _____

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

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.

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290047
Sr. No.04

NIT No.TC/G-55/ 170

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

- (a). Name of Procuring Agency :- Executive Engineer, Buildings Division Mirpurkhas.
- (b). Brief Description of Works :- 4 M&R to Office of the Superintending Engineer (W&S) Mirpurkhas.
- (c). Procuring Agency's Address :- Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). Estimated Cost :- Rs. 0.3760 (M)
- (e). Amount of Bid Security :- Rs. 0.0188 (M) (Fill in lump sum amount or in %age of Bid Amount / Estimated Cost, but not exceeding 5%)
- (f). Period of Bid Validity (Days) :- 90-Days. (Not more than Ninety days).
- (g). Security Deposit :- (including Bid Security) Rs. 0.0338 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). Percentage, if any, to be Deducted from Bills. --
- (i). Deadline for Submission of Bids alongwith time :- 21-03-2018 (01:00 PM)
(1st Attempt)
- (j). Venue, Time and Date of Bid Opening :- 22-03-2018 (01:00 PM)
(1st Attempt)
- (k). Time for Completion form written order of commence :- 06-Months
- (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 Rs. _____

(Executive Engineer / Authority issuing bidding documents).

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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES

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

Item No	Quantities	Description of item to be executed at site.	Rate	Unit	Amount in Rupees.
1	2	3	4	5	6
(SCHEDULE "B" ATTACHED)					

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

Draft Bidding Document for Works up to 4.00 M

(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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

Executive Engineer/Procuring Agency

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)

(SCHEDULE "B" ATTACHED)

Contractor

Executive Engineer/Procuring Agency

M&R to Superintending Engineer Office Works & Services
Department Mirpurkhas.

Schedule "B"

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>Part "A" Buildings Schedule Items</u>					
1	Dismantling cement concrete plain 1:2:4. (S.I.No:19(c) P-10)	8 -Cft:	3327.50	%-Cft:	266
2	Cement concrete plain including placing compacting and curing and washing stone aggregate without shuttering ration 1:2:4. (S.I.No:05,(f) P-16)	8 -Cft:	14429.25	%-Cft:	1,154
3	Removing cement or lime plaster. (S.I.No:53, P-13)	205 -Sft:	121.00	%-Sft:	248
4	P/L tiles glazed 6" x 6" x 1/4" on floor or wall facing in required coloured and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 gray cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile (S.I.No:60, P-47)	514 -Sft:	30509.77	%-Sft:	156,820
5	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete. (new surface) (S.I.No:36(a), P-55)	326 -Sft:	1989.62	%-Sft:	6,486
6	French polishing complete (a) new work. (S.I.No:07(a) P-77)	252 -Sft:	2049.85	%-Sft:	5,166
7	Supplying and filling Windows Printed Blinds (Horizontal / Vertical with plain design and of approved color accessories. (S.I.No:71, P-66)	149 -Sft:	91.11	P.Sft:	13,575
8	Supplying and fixing wall panels i/c supplying and making deodar wood 2nd class frame work for partition walls. (S.I.No:56, P-72)	36 -Sft:	9330.23	%-Sft:	3,359
9	Supplying and fixing in position aluminum channel framing for hinged door or alcop made with 5 mm thick tinted glass glazing (Belgium) and alpha (Japan) locks i/c handles and stoppers etc. (b) Deluxe model (Bronze) (S.I.No:83(b) P-108)	18 -Sft:	1507.66	P.Sft:	27,138
10	Supplying and fixing in position aluminum channels framing for sliding windows and ventilators of Alcop made with 5 mm thick tinted glass glazing (Belgium) and Aluminum fly screen i/c handles, stoppers & locking arrangement etc complete. (b) Deluxe model (Bronze) (S.I.No:84(b), P-108)	12 -Sft:	1647.69	P.Sft:	19,772
11	P/F plaster of paris ceiling border of 8" - 10" with of specified design & thickness i/c fixing besides ceiling with nails / screws with jetties. (S.I.No:44, P-39)	108 -Rft:	104.22	P.Rft:	11,256

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
12	Supplying and fixing false ceiling of plaster of paris, in panels i/c making frame, work of Deodar wood i/c painting with Soligia paint. (S.I.No.52, P-64)	2 -Sft:	25293.42	%-Sft:	506
Total:-					245,746

Part 'B' Internal W/S & S/F Items

1	P/F European white glazed earthen ware wash down w.c pan complete with and i/c the cost of white / black plastic seat (beat quality) and lid with c.p. brass hinges & buffers. 3 gallons white glazed earthen ware low level flushing cistern with siphon fitting 1-1/2" dia white porcelain enamelled flush bend 3/4" dia and making requisite number of holes in walls, plinth & floor for pipe connections and making good in cement concrete 1:2:4. (standard pattern) (S.I.No:5 P-2)	1 -No:	5339.40	Each.	5,339
2	P/F orisa type white or colour glazed earthen ware w.c pan with cost of low level plastic flush tank of 3-gallons capacity of approved quality i/c making requisite number of holes in walls, plinth & floor and making good in cement concrete 1:2:4. (a) W.C. pan orisa type 23" with plastic tank of low level down 3-gallons C.I trap & C.I. thumble (Superior quality) (i) With 4" dia C.I. trap. (S.I.No:03(a-i) P-02)	1 -No:	5836.60	Each.	5,837
3	P/F 24" x 18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I. antilever brackets 6" inches, built into wall, painted white in two coat after a primary coat of red lead paint a pair of 1/2" dia chrome plate pillar traps 1-1/2" dia rubber plug & chrome plated brass chain 1-1/4" dia malleable or cp brass traps malleable iron of brass union & making requisite number of holes in wall plinth & floor for pipe connection and making good in cement concrete 1:2:4. (S.I.No:8 P-3)	1 -No:	1288.65	Each.	1,289
4	Add extra for labour for providing & fixing of earthen ware pedestal white or coloured glazed. (Foreign or Equivalent) (S.I.No:11, P-03)	1 -No:	2533.47	Each.	2,533
5	S/F swan type pillar cock of superior quality with crystal head 1/2" dia. (S.I.No:16(b) P-19)	1 -No:	877.80	Each.	878
6	S/F long bib-cock of crystal head with 1/2" dia. (S.I.No:13(b) P-19)	2 -No:	1384.24	Each.	2,768
7	P/F in position nyloon connections complete with 1/2" dia, brass stop cock with pair of bras nuts & lining joints to nyloon connection. (S.I.No:23, P-06)	2 -No:	447.15	Each.	894
8	S/F cancealed tee stop cock of superior quality with C.P. head 1/2" dia. (S.I.No:12(a) P-18)	2 -No:	843.92	Each.	1,688
9	Supplying & fixing jet shower with rod of superior quality single C.P. head 1/2" dia.(S.I.No:15, P-19)	1 -No:	1142.24	Each.	1,142

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
10	S/F Bath room accessories set (7-pieces) i/c towel rod, brush holder, soap tray, shelf of approved design i/c cost of screws, nuts etc, complete. (Master brand) (S.I.No:23, P-19)	1 -No:	10322.40	Each.	10,322
11	Providing, Laying UPVC Pipes of Class "D" fixing in trench i/c cutting fitting and jointing with solvent cement i/c testing with water to a head of 122 meter or 400' ft. (. (P.H.E.S.I.No.6(a) P-24)				
(i)	1/2" dia	42 -Rft:	12.00	P.Rft:	504
(ii)	3/4" dia	80 -Rft:	19.00	P.Rft:	1,520
(ii)	4" dia	49 -Rft:	226.00	P.Rft:	11,074
12	Providing & fixing handle valve (China). (i) 1/2" dia. (S.I.No:05(i), P-17)	2 -No:	200.42	Each.	401
(i)	3/4" dia.	2 -No:	271.92	Each.	544
Total:-					46,733

Part (C) Non-Schedule Items.

1	P/F UPVC fitting of schedule 40(e) ASTM/d-1785 standrad (AGM or Pak Arab make) with the cost of breaking through walls and roof i/c jointing with PVC salvent /JTG solution and fixing at any height / floor using long lodder (UPVC FITTING (4" DIA)				
(a)	4" dia Plug tea	1 -No:		Each.	
(b)	4" dia Y- tea	1 -No:		Each.	
(c)	4" dia Plain bend tea	2 -No:		Each.	
(d)	4" dia Terminal Guard.	1 -No:		Each.	
(e)	4" dia Floor trap.	2 -No:		Each.	
(f)	4" dia Jubli Clamps.	4 -No:		Each.	
2	Providing UPVC Floor Trap Jali or top title size 6"x6" of approved coloured and design as directed by the Engineer incharge				
(a)	Floor trap.	2 -No:		Each.	
3	S/F Wallpaper approved impoted quality etc complete	138 Sft:		P-Sft	

Total:-

GENERAL ABSTRACT.

1) Part "A" Buildings Schedule Items	RS:-	245,746
2) Part 'B' Internal W/S & S/F Items	RS:-	46,733
3) Part (C) Non-Schedule Items.	RS:-	

G. TOTAL :-

<i>Sr. No:</i>	<i>Items of Work.</i>	<i>Qty:</i>	<i>Rate.</i>	<i>Unit.</i>	<i>Amount.</i>
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NOTE :-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) Item / Quantities / Rates and Amount are estimates provisional and will be corrected in accordance to the Detail Working estimate sanctioned by competent authority.
- 7) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively.

Contractor


Executive Engineer
Buildings Division
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contract Costing Upto Rs.4.00 Million)

Name of Work :- **5 M&R to Additional Deputy Commissioner-I
Residence Bungalow Mirpurkhas.**

Issued to Mr. / M/s. _____

DR. No. _____ *Dated:* _____

Tender Fee Amount. Rs. _____

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

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.

Draft Bidding Document for Works up to 4.00 M

Tell # 0233-9290047
Sr. No.05

NIT No.TC/G-55/ 170

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

- (a). Name of Procuring Agency :- Executive Engineer, Buildings Division Mirpurkhas.
- (b). Brief Description of Works :- 5 M&R to Additional Deputy Commissioner-I Residence Bungalow Mirpurkhas.
- (c). Procuring Agency's Address :- Near APWA Girls High School M.A. Jinnah Road Mirpurkhas.
- (d). Estimated Cost :- Rs. 0.5000 (M)
- (e). Amount of Bid Security :- Rs. 0.0250 (M) (Fill in lump sum amount or in %age of Bid Amount / Estimated Cost, but not exceeding 5%)
- (f). Period of Bid Validity (Days) :- 90-Days. (Not more than Ninety days).
- (g). Security Deposit :- (including Bid Security) Rs. 0.0450 (M) (in %age of Bid Amount / Estimate Cost equal to 10%)
- (h). Percentage, if any, to be Deducted from Bills. --
- (i). Deadline for Submission of Bids alongwith time :- 21-03-2018 (01:00 PM)
(1st: Attempt)
- (j). Venue, Time and Date of Bid Opening :- 22-03-2018 (01:00 PM)
(1st: Attempt)
- (k). Time for Completion form written order of commence :- 06-Months
- (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 Rs. _____

(Executive Engineer / Authority issuing bidding documents).

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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

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

(SCHEDULE "B" ATTACHED)

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.
1	2	3	4	5	6

(SCHEDULE "B" ATTACHED)

Total (B) in words & figure :

Contractor

Executive Engineer/Procuring Agency

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)

(SCHEDULE B ATTACHED)

Contractor**Executive Engineer/Procuring Agency**

M&R to ADC-I Residence Bungalow Mirpurkhas

Schedule "B"

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
<u>Part "A" Buildings Schedule Items</u>					
1	Dismantling cement concrete plain 1:2:4. (S.I.No:19(c) P-10)	12 -Cft:	3327.50	%-Cft:	399
2	Cement concrete plain including placing compacting and curing and washing stone aggregate without shuttering ration 1:2:4. (S.I.No:05,(f) P-16)	12 -Cft:	14429.25	%-Cft:	1,732
3	Cement plaster 1:6 upto 20" height (b) 1/2" thick. (S.I.No:13(b) P-52)	50 -Sft:	2206.60	%-Sft:	1,103
4	Cement plaster 1:4 upto 20" height (a) 3/8" thick. (S.I.No:11(a) P-52)	50 -Sft:	2197.52	%-Sft:	1,099
5	Colour cement tiles 8"x8"x3/4" of approved dark shade laid flat in 1:2 cement mortar over 3/4" thick bedding mortar of 1:2. (S.I.No:58, P-46)	400 -Sft:	4437.38	%-Sft:	17,750
6	Preparing the surface and painting with matt finish paint of approved make to old matt finish surface (S.I.No:37(a), P-54)	5,086 -Sft:	1772.38	%-Sft:	90,143
7	Scraping ordinary distemper, oil bound distemper or paint on walls. (S.I.No:54(b) P-13)	4,939 -Sft:	226.88	%-Sft:	11,206
8	Primary coat of chalk under distemper. (S.I.No:23, P-54)	4,939 -Sft:	442.75	%-Sft:	21,867
9	Distemping on walls 02-coats. (S.I.No:24(b) P-54)	11,863 -Sft:	1043.90	%-Sft:	123,838
10	Painting new surface. (b) Preparing surface and painting guard bars, gates of iron bars, gratings, railings (i/c standards braces, etc) and similar open work any type 02-coats. (S.I.No:05(d) P-70)	545 -Sft:	896.39	%-Sft:	4,886
11	Painting old surface. (c) Painting doors and windows any type 02-coats. (S.I.No:04(c-ii) P-68)	1,160 -Sft:	1160.06	%-Sft:	13,457
12	First class deodar wood wrought joinery work in wire guaze door and windows with 22 S.W.G. Galvanized wire guaze 144 mesh per square inch iron fittings complete. Galvanized wire guaze fixed to chowkats 3/4" deodar wood strips and screws. (S.I.No:14(a), P-59)	24 -Sft:	190.72	P.Sft:	4,577
13	Painting old surface. (b) Painting sashes, fan lights, glazed or guazed, doors and windows any type 02-coats. (S.I.No:04(b) P-68)	24 -Sft:	674.19	%-Sft:	162
14	Laying floor of approved coloured glazed tiles 1/4" thick laid in situ cement and pigment on a bed or 3/4" thick cement mortar ratio 1:2. (S.I.No:25, P-49)	30 -Sft:	27747.06	%-Sft:	8,324
15	Glazed tiles dado 1/4" thick laid in cement pigment over 1:2 cement sand mortar 3/4" thick cement concrete 1:2 (S.I.No:38, P-50)	66 -Sft:	28299.30	%-Sft:	18,678

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
16	P/L tiles glazed 6" x 6" x 1/4" on floor or wall facing in required coloured and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 gray cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. (S.I.No:60, P-47)	20 -Sft:	30509.77	%-Sft:	6,102
Total:-					325,323

Part 'B' Internal W/S & S/F Items

2	P/F 24" x 18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I. antilever brackets 6" inches, built into wall, painted white in two coat after a primary coat of red lead paint a pair of 1/2" dia chrome plate pillar traps 1-1/2" dia rubber plug & chrome plated brass chain 1-1/4" dia malleable or cp brass traps malleable iron of brass union & making requisite number of holes in wall plinth & floor for pipe connection and making good in cement concrete 1:2:4. (S I No 8 P-3)	1 -No:	1288.65	Each.	1,289
3	Add extra for labour for providing & fixing of earthen ware pedestal white or coloured glazed. (Foreign or Equivalent) (S.I.No:11, P-03)	1 -No:	2533.47	Each.	2,533
4	S/F swan type pillar cock of superior quality with crystal head 1/2" dia. (S I.No:16(b) P-19)	1 -No:	877.80	Each.	878
5	S/F long bib-cock of crystal head with 1/2" dia. (S.I.No:13(b) P-19)	1 -No:	1384.24	Each.	1,384
6	P/F in position nyloon connections complete with 1/2" dia, brass stop cock with pair of bras nuts & lining joints to nyloon connection. (S.I.No:23, P-06)	1 -No:	447.15	Each.	447
7	S/F canceled tee stop cock of superior quality with C.P. head 1/2" dia. (S.I.No:12(a) P-18)	1 -No:	843.92	Each.	844
8	Supplying & fixing jet shower with rod of superior quality single C.P. head 1/2" dia.(S.I.No:15, P-19)	1 -No:	1142.24	Each.	1,142
9	S/F Bath room accessories set (7-pieces) i/c towel rod, brush holder, soap tray, shelf of approved design i/c cost of screws, nuts etc, complete. (Master brand) (S.I.No:23, P-19)	1 -No:	10322.40	Each.	10,322
10	Providing, Laying UPVC Pipes of Class "D" fixing in trench i/c cutting fitting and jointing with solvent cement i/c testing with water to a head of 122 meter or 400' ft. (. (P.H.E.S.I.No:6(a) P-24)				
(i)	1/2" dia	55 -Rft:	12.00	P.Rft:	660
(ii)	3/4" dia	53 -Rft:	19.00	P.Rft:	1,007
(ii)	4" dia	42 -Rft:	226.00	P.Rft:	9,492
11	Providing & fixing handle valve (China). (i) 1/2" dia. (S.I.No:05(i), P-17)	1 -No:	200.42	Each.	200
(i)	3/4" dia.	1 -No:	271.92	Each.	272

Sr. No:	Items of Work.	Qty:	Rate.	Unit.	Amount.
12	Supplying & fixing wash basin mixture of superior quality with C.P. head 1/2" dia. (S.I.No:14(a) P-19)	1 -No:	2882.00	Each.	2,882
Total:-					33,352

Part (C) Non-Schedule Items.

1	P/F UPVC fitting of schedule 40(e) ASTM/d-1785 standrad (AGM or Pak Arab make) with the cost of breaking through walls and roof i/c jointing with PVC salvent /JTG solution and fixing at any height / floor using long lodder (UPVC FITTING (4" DIA)				
(a)	4" dia Plug tea	1 -No:		Each.	
(b)	4" diaY- tea	1 -No:		Each.	
(c)	4" dia Plain bend tea	1 -No:		Each.	
(d)	4" dia Terminal Guard.	1 -No:		Each.	
(e)	4" dia Floor trap.	1 -No:		Each.	
(f)	4" dia Jubli Clamps.	1 -No:		Each.	
2	Providing UPVC Floor Trap Jali or top title size 6"x6" of approved coloured and design as directed by the Engineer incharge.				
(a)	Floor trap.	1 -No:		Each.	

Total:-

GENERAL ABSTRACT.

1) Part "A" Buildings Schedule Items	RS:-	325,323
2) Part 'B' Internal W/S & S/F Items	RS:-	33,352
3) Part (C) Non-Schedule Items.	RS:-	
G. TOTAL :-		

NOTE :-

- 1) Only hill sand will be used.
- 2) Premium on non schedule item will not be allowed.
- 3) Cartage of any item either supplied y the Department if the contractor will be not allowed.
- 4) Water arrangement will be made by the contractor at his own risk and cost.
- 5) Income tax at 7.50% will be deducted from each bill of the contractor as per out standing orders.
- 6) Item / Quantities / Rates and Amount are estimates provisional and will be corrected in accordance to the Detail Working estimate sanctioned by competent authority.
- 7) The Material used in the work or finished project can be got tested from any approved lab: as the direction by Engineer In charge or his representative and all the expenses in this connection with such testing shall be borne by the contractor executively.

Contractor


Executive Engineer
 Buildings Division
 Mirpurkhas