

NO. TC/G-55/PBD-I/1678  
Provincial Buildings Division-I,  
Karachi Dated: 27-02-2018.

To,

✓  
The Manager, (CB)  
Sindh Public Procurement, Regulatory Authority,  
Karachi.

**SUBJECT: SUBMISSION OF NOTICE INVITING TENDER NO. TC/G-55/PBD-I/2017-18/1676 DATED: 27-02-2018.**

Enclosed please find herewith the subjected NIT along with the following documents in shape of Hard Copy & Soft copy (CD) for favour of information and hoisting on SPPRA website please.

1. Notification of Procurement Committee.
2. Notification of Complaint Redressal Committee.
3. Bidding Documents.
4. Annual Procurement Plan.

D.A/as above

  
(MUHAMMAD ALI MAKHDOOM)  
EXECUTIVE ENGINEER,  
Provincial Buildings Division No. I,  
Karachi.

Copy forwarded with compliments for favour of information to:-

1. The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad.
2. The Superintending Engineer, Provincial Buildings Circle, Karachi.
3. The Planning Officer, Planning Monitoring & Evolution Cell, Works & Services Department, Government of Sindh Karachi.

  
EXECUTIVE ENGINEER,  
Provincial Buildings Division No. I,  
Karachi.

SPPRA INWARD DIARY

NO : 6532  
DATED : 01-03-2018

**OFFICE OF THE EXECUTIVE ENGINEER PROVINCIAL BUILDINGS DIVISION  
NO.I, BARRACK NO.18 SINDH SECRETARIAT NO. 4-A KARACHI**

**PHONE NO. 021-99203183**

Fax # 021-99203183

Email: - [executiveengineerpbdlkhi@gmail.com](mailto:executiveengineerpbdlkhi@gmail.com)

**NOTICE INVITING TENDER**

**Ref: No. TC/G-55/1676 Dated: 27/02/2018.**

Procuring Agency invites sealed bids on bidding documents in Single envelope method from all the interested bidders under SPPRA rules 2010 (Amended 2017) for the following works.

Sr. No.	Name of Work	Estimated cost	Time allowed For completion	Cost of bidding documents
1.	M/R to Deputy Secretary Flat No.28 at GOR-I Bath Island Karachi.	Rs.7,38,500/-	02 Months	Rs.2,500/-
2.	M/R to Day to Day Complaints at C-112 Clifton Karachi.	Rs.4,99,900/-	02 Months	Rs.1,000/-
3.	M/R to Secretary Bungalow No.06 at GOR-I Bath Island Karachi (Roof Treatment Coloring & Painting).	Rs.4,99,500/-	02 Months	Rs.1,000/-
4.	M/R to Deputy Secretary Flat No.41 at GOR Bath Island Karachi.	Rs.7,48,500/-	02 Months	Rs.2,500/-
5.	M/R to Day to Day Complaint at SJC Karachi (Pump Room & External Work).	Rs.2,00,000/-	02 Months	Rs. 5,00/-
6.	M/R to New Secretary Flats (Lift Towers) at GOR-I Bath Island Karachi (C.C Topping, Marble, Roof Treatment & etc).	Rs.2,98,500/-	02 Months	Rs.1,000/-
7.	M/R to Servant Quarter No.54, 55 & 04 (Near Pump Room) at GOR Bath Island Karachi.	Rs.7,21,400/-	02 Months	Rs.2,500/-
8.	M/R to Oyster Tower Flat No.4/I at SJC Karachi (External & Internal Works) Renovation of Bath Room Coloring & Painting Kitchen Cabinet etc.	Rs.5,00,000/-	02 Months	Rs.1,000/-
9.	M/R to D.S Blocks at GOR-I Bath Island Karachi (Anti Termite Treatment).	Rs.2,40,000/-	02 Months	Rs.1,000/-
10.	M/R to GOR Bath Island Karachi (External Drainage) Block-5 Fittings, Fixture, Manhole etc.	Rs.5,00,000/-	02 Months	Rs.1,000/-
11.	M/R to Additional Secretary Flat No.02 at GOR Bath Island Karachi (Train / Drain & Other Works).	Rs.5,00,000/-	02 Months	Rs.1,000/-
12.	M/R to Minister Bungalow No.01 to 08, at SJC Clifton Karachi (Anti Termite Treatment).	Rs.2,49,500/-	02 Months	Rs.1,000/-
13.	M/R to Secretary Bungalow No.02 at GOR Bath Island Karachi.	Rs.9,61,500/-	02 Months	Rs.2,500/-
14.	M/R to Deputy Secretary Flat No.47 at GOR-I Bath Island Karachi (Colour, Doors, Tiles & Water Proofing).	Rs.5,80,000/-	02 Months	Rs.2,500/-
15.	M/R to Deputy Secretary Flat No.06 at GOR Bath Island Karachi (Tile of Bath Room).	Rs.4,98,600/-	02 Months	Rs.1,000/-
16.	M/R to Deputy Secretary Flat No.53 at GOR Bath Island Karachi.	Rs.4,97,900/-	02 Months	Rs.1,000/-
17.	S/R to Assistant Flat No.8 at GOR-I Bath Island Karachi.	Rs.4,98,000/-	02 Months	Rs.1,000/-
18.	M/R to Over Head Tank at GOR-I Bath Island Karachi (Plaster, Masonry, Color & C.C Topping).	Rs.5,00,000/-	02 Months	Rs.1,000/-
19.	S/R to Oyster Tower Flat No.2/II at Clifton Karachi.	Rs.8,62,600/-	02 Months	Rs.2,500/-
20.	S/R to Assistant Flat No.2 at GOR-I Bath Island Karachi.	Rs.4,93,400/-	02 Months	Rs.1,000/-
21.	M/R to New Secretary Flat No.7 at GOR Bath Island Karachi.	Rs.9,99,900/-	02 Months	Rs.2,500/-
22.	M/R to Deputy Secretary Flat No.36 at GOR-I Bath Island Karachi (Bath Room Work, Color etc).	Rs.7,50,000/-	02 Months	Rs.2,500/-
23.	M/R to Deputy Secretary Flat No.24 & 26 at GOR Bath Island Karachi (Flat No.26).	Rs.5,00,000/-	02 Months	Rs.1,000/-
24.	M/R to Deputy Secretary Flat No.34 at GOR-I Bath Island Karachi (Aluminum Windows, Doors Kitchen).	Rs.4,77,400/-	02 Months	Rs.1,000/-
25.	M/R to Day to Day Complaint at SJC Karachi (Taps Pipes, Beading, Doors & Plaster).	Rs.5,00,000/-	02 Months	Rs.1,000/-
26.	M/R to Room No.4, Circuit House-II Karachi (Colours, Doors & Almirah).	Rs.4,96,200/-	02 Months	Rs.1,000/-
27.	M/R to Secretary Bungalow No.03 Town Houses GOR-III Karachi (Coloring & Painting Fiber Shade, Laying Roof Slab, Wood Works, Tile Works, Water Supply etc).	Rs.9,00,000/-	02 Months	Rs.2,500/-
28.	M/R to Deputy Secretary & Additional Secretary (Garage Work) at GOR Bath Island Karachi (19, 20, 21, 22, 23, & 24).	Rs.9,99,400/-	02 Months	Rs.2,500/-

- 1- The intending participants can submit their applications in the office of the undersigned from the date of Hoisting / publication of the tenders along with the below listed documents / requirements for the purpose of issuance of bidding documents of each work separately during office hours up to **16-03-2018** up to 12.00 p.m. No bidding document will be provided without the payment of cost of bidding document which shall be in the shape of pay order or in the shape of deposit receipt against each work.
- 2- The bids will be received back on **16-03-2018** up to 1.00 p.m. and will be opened on the same day @ 1.30 p.m. in presence of Procurement Committee and the bidders or their authorized representatives who wish to be present on the occasion. If the tender remain un-responded or are not accepted then the same will be issued and open on the following dates:-

**Schedule of Un-Responded Bids.**

<p><b>2<sup>nd</sup> Date of Issue:</b> 2<sup>nd</sup> attempt date of issuance for bidding documents from <b>19-03-2018 up to 02-04-2018</b></p>	<p><b>Date of Submission &amp; Opening:</b> 2<sup>nd</sup> = <b>03-04-2018</b> received up to 12:00 P.M and Opened on same day @ 1:00 P.M.</p>
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**3- Eligibility / Conditions:-**

- i) Documentary evidence of minimum 3 works of equivalent cost or above executed in last 3 years and Certificate of satisfactory completion showing date of start and completion from employer.
- ii) List of work and copy of letter of award of work / work orders of equivalent cost or above.
- iii) List of machinery and equipment available with documentary proof of its ownership.
- iv) Registration with Income Tax Department (NTN copy) and Sindh Revenue Board, (Sales Tax Registration) and copy of CNIC.
- v) Undertaking on stamp paper that firm is not involved in any litigation, Departmental rift, abandoned or unnecessary delay in completion of any work in the Government Departments.
- vi) The application shall accompany of tender fee as shown against each for purchase of bidding documents.
- vii) The 2% Earnest money shall be submitted in the shape of call deposit issued from scheduled bank at the time of submission of bidding document in favor of undersigned.
- viii) Certificate of bank showing credit worthiness along with current bank statement.
- ix) Affidavit to the effect that firm has not been black listed previously by any executing agency.
- x) Affidavits to the effect that all documents / particulars / information furnished are true and correct.
- xi) Conditional Tenders will not be entertained.
- xii) Advertisement can be seen on Sindh Government web site ([www.Sindh.gov.pk](http://www.Sindh.gov.pk)) and SPPRA web site.
- xiii) Undertaking on stamp paper that firm is not involved in any kind of litigation, departmental rift, abandoned or unnecessary delay in completion of any work in the Government and as well as in private organizations.
- xiv) In case Government announce any public holiday on scheduled dates, the tender will be submitted/ opened on the next working day, as per usual scheduled in accordance with Rule 41 (3) of SPPRA Rule 2010.

(MUHAMMAD ALI MAKHDOOM)  
EXECUTIVE ENGINEER,  
Provincial Buildings Division No. I,  
Karachi.

Copy forwarded with compliments for information to:

1. The Secretary, Works & Services Department, Government of Sindh, Karachi.
2. The Secretary, Information Technology Department, Government of Sindh, Karachi for incorporating on the web portal of Government of Sindh, ([www.sindh.gov.pk](http://www.sindh.gov.pk)) along with CD.
3. The Chief Minister's, Inspection, Enquiries & Implementation, Team (Technical Wing), Government of Sindh, Hyderabad.
4. The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad, with reference to his letter No. CE(B)N.I.T-T(ii)/DS/693, dated: 25.09.2013.
- ✓ 5. The Director (A&F) Sindh Public Procurement Regulatory Authority, P&D Department, Government of Sindh, Karachi vide letter No. Dir (A&F)/SPPRA/3-6/08/330 dated: 26-11-2008.
6. The Superintending Engineer, Provincial Buildings Circle, Karachi.
7. The Executive Engineer, Provincial Buildings Division No. II, & III, Karachi for information and wide publicity.
8. The Assistant Engineer, Provincial Buildings Sub-Division No.I, IX & Provincial Buildings Electrical Sub-Division No. XII, Karachi.
9. Notice Board / CB (Local) DB (Local).

EXECUTIVE ENGINEER,  
Provincial Buildings Division No. I,  
Karachi.



GOVERNMENT OF SINDH  
WORKS & SERVICES DEPARTMENT

Karachi, dated the 15<sup>th</sup> December, 2017

**NOTIFICATION**

**No. E&A (W&S)/3-9/91-14:** With the approval of Competent Authority a Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby Constituted in the Office of Executive Engineer, Provincial Buildings Division-I Karachi with the following composition:-

- |     |   |          |
|-----|---|----------|
| 01. | Executive Engineer,<br>Provincial Buildings Division-I,<br><u>KARACHI</u>                       | Chairman |
| 02. | Executive Engineer,<br>Minorities Affairs Department,<br>Government of Sindh,<br><u>KARACHI</u> | Member   |
| 03. | Divisional Accounts Officer,<br>Provincial Buildings Division-I,<br><u>KARACHI</u>              | 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).

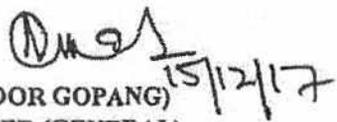
**AIJAZ AHMED MEMON**  
SECRETARY TO GOVERNMENT OF SINDH

**No. E&A (W&S)/3-9/91-14**

Karachi, dated the December, 2017.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA Karachi.
3. The Chairman / Members of the Committee.
4. The Chief Engineer (Buildings), Hyderabad.
5. The Superintending Engineer, Provincial Buildings Circle, Karachi.
6. The Deputy Director (Monitoring) PM&E Cell, W&SD, Karachi.
7. P.S to Minister, Works & Services Department, Karachi.
8. P.S to Secretary, Works & Services Department, Karachi.
9. P.A to Deputy Secretary (Admn.), Works & Services Department, Karachi.
10. Notification file.

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



8828  
18/11/15

**GOVERNMENT OF SINDH  
WORKS & SERVICES DEPARTMENT**

Karachi, dated the November, 2015.

**NOTIFICATION**

No. E&A(W&S)3-9/91/2015: With the approval of Competent Authority, a committee with the following composition in terms of Rule-31 of Sindh Public Procurement Rules-2010, is hereby constituted in the Works & Services Department for redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders for the procurement of works, goods and services in the jurisdiction of Superintending Engineer, Provincial Buildings Circle, Karachi and Hyderabad :-

- |      |   |          |
|------|---|----------|
| I)   | Chief Engineer (Buildings),<br>Hyderabad.         | Chairman |
| II)  | Mr. Tarique Hassan<br>M/S The Architect, Karachi. | Member   |
| III) | Representative of Accountant,<br>General Sindh.   | Member   |

2. The Functions and Responsibilities of the Committee will be same as specified in rule-31(4) and (5) Sindh Public Procurement Rules-2010.

**AIJAZ AHMED MEMON  
SECRETARY TO GOVT. OF SINDH**

*17/11*

Karachi dated the November, 2015.

No. E&A(W&S)3-9/91-2015

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Buildings), Hyderabad.
4. The Deputy Secretary (staff) to Chief Secretary Sindh, Karachi.
5. The Chairman / Members of the Committee.
6. The Superintending Engineer, Provincial Buildings Circle, Karachi.
7. The Deputy Director (Monitoring), PM&E Cell, W&S Department.
8. The Executive Engineer, Provincial Buildings Division-I, II, III, Resident Engineer, Special Project, Sindh House Islamabad and Comptroller, Sindh House Islamabad.
9. P.S to Secretary, Works & Services Department, Government of Sindh, Karachi.
10. Divisional Accounts Officer, Sindh House Islamabad.

*17/11/15*

**SECTION OFFICER (GENERAL)**

*TE  
NO 12  
17/11/15*

**OFFICE OF THE EXECUTIVE ENGINEER PROVINCIAL BUILDINGS DIVISION NO.I,  
BARRACK NO.18 SINDH SECRETARIAT NO.4-A KARACHI.**

**ANNUAL PROCUREMENT PLAN**

**FINANCIAL YEAR 2017-2018**

S. No.	Description of Procurement	Quantity (where applicable)	Estimated unit Cost (where applicable)	Fund Allocated	Source of Funds (ADP/ Non ADP)	Proposed Procurement method	Timing of procurements				Remarks
							1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
1	2	3	4	5	6	7	8	9	10	11	12
	<b>SGA&amp;CD</b>										
1.	Construction of Officers Club at GOR-I Bath island Karachi (Purchase of 2 Nos. Water Tanker 3000 Gallons each for officers club) (ADP No.2273 of 2017-18).	---	Offer Rate	Rs.55.216 (M)	ADP	SSOE	√				
2.	Construction of Officers Club at GOR-I Bath island Karachi. (Purchase of Crockery & Cutlery for Kitchen) (ADP No. 2273 of 2017-18).	---	Offer Rate		ADP	SSOE	√				
3.	Strengthening of Sindh Government Qatar Hospital Orangi Town Karachi. (Renovation of Hospital, Office Block, Residential Block etc). ADP No.651/ 2017-18	---	Rs.180.00 (M)	Rs.40.00 (M)	ADP	SSOE		√			
4.	Establishment of 25 Bedded Trauma Centre & Allied Services at Sindh Government General Hospital Lyari Town Karachi. (S/I of 2 Nos. Generators 300-KVA CNG & Diesel). (ADP # 647 of 17-18).	---	Rs.17.00 (M)	Rs.152.759 (M)	ADP	SSOE		√			
5.	Establishment of 25 Bedded Trauma Centre & Allied Services at Sindh Government General Hospital Lyari Town Karachi. (Water Filter Plant 5000 Gallon) (ADP # 647 of 17-18).	---	Rs.5.00 (M)		ADP	SSOE		√			
6.	Establishment of 25 Bedded Trauma Centre & Allied Services at Sindh Government General Hospital Lyari Town Karachi. (Medical Gas Piping work) (ADP # 647 of 17-18).	---	Rs.13.285 (M)		ADP	SSOE		√			
7.	Establishment of 25 Bedded Trauma Centre & Allied Services at Sindh Government General Hospital Lyari Town Karachi. (Sui Gas work) (ADP # 647 of 17-18).	---	Rs.1.916 (M)		ADP	SSOE		√			
8.	Up graduation & Rehabilitation of National Institute of Labour and Training Karachi. (ADP # 1348 of 17-18).	---	Rs.3.677 (M)	Rs.11.922 (M)	ADP	SSOE		√			
	<b>FUNDS RELEASED BY THE FINANCE DEPARTMENT IN THE NAME OF OCCUPANT.</b>										
9.	S/R to Secretary Bungalow No.F-77/II, Block-8 Clifton Karachi.	---	Rs.10,00,000/-	Rs.10,00,000/-	Non ADP	SSOE	√				
10.	S/R to Secretaries Flats No. B-2 at C-112 Clifton Karachi.	---	Rs.8,00,000/-	Rs.8,00,000/-	Non ADP	SSOE		√			
11.	S/R to A.S. Quarter No.7, at GOR-I, Bath Island Karachi.	---	Rs.3,00,000/-	Rs.3,00,000/-	Non ADP	SSOE	√				
12.	S/R to Deputy Secretary Flat No.48 at GOR Bath Island Karachi.	---	Rs.8,00,000/-	Rs.8,00,000/-	Non ADP	SSOE		√			
13.	S/R to Flat No:2/II, Oyster Tower, Clifton Karachi.	---	Rs.9,50,000/-	Rs.9,50,000/-	Non ADP	SSOE		√			
14.	S/R to Secretary Flat No. A-2 @ C-112 Secretary Flats, Clifton Karachi.	---	Rs.5,10,000/-	Rs.5,10,000/-	Non ADP	SSOE		√			
15.	S/R to Deputy Secretary Flat No.45, GOR Bath Island Karachi.	---	Rs.10,00,000/-	Rs.10,83,000/-	Non ADP	SSOE		√			
16.	S/R to Secretary Bungalow No. F-77/II at Clifton Karachi.	---	Rs.4,95,600/-	Rs.5,00,000/-	Non ADP	SSOE		√			
17.	S/R to Deputy Secretary Flat No.06 at GOR Bath Island Karachi.	---	Rs.12,33,000/-	Rs.12,33,000/-	Non ADP	SSOE			√		
18.	S/R to Secretary Bungalow No.14, at GOR Bath Island Karachi.	---	Rs.23,08,000/-	Rs.23,08,000/-	Non ADP	SSOE			√		
19.	S/R to Deputy Secretary Flat No.48 GOR Bath Island Karachi.	---	Rs.12,00,000/-	Rs.12,00,000/-	Non ADP	SSOE			√		

20.	S/R to Secretary Flat No. A-4 @ C-112 Clifton Karachi.	---	Rs.3,58,000/-	Rs.3,58,000/-	Non ADP	SSOE		√	
21.	S/R to Oyster Tower Flat No.7/II, at Clifton Karachi.	---	Rs.14,99,100/-	Rs.15,00,000/-	Non ADP	SSOE		√	
22.	S/R to Assistant Flat No.8 at GOR-I Bath Island Karachi.	---	Rs.4,98,000/-	Rs.4,98,000/-	Non ADP	SSOE		√	
23.	S/R to Assistant Flat No.2 at GOR-I Bath Island Karachi.	---	Rs.4,93,400/-	Rs.4,93,000/-	Non ADP	SSOE		√	
24.	S/R to Oyster Tower Flat No.2/II at Clifton Karachi.	---	Rs.8,62,600/-	Rs.9,50,000/-	Non ADP	SSOE		√	
25.	S/R to Secretary Bungalow No.4, at Shireen Jinnah Colony Karachi.	---	Rs.9,00,000/-	Rs.9,00,000/-	Non ADP	SSOE		√	
<b>REGULAR FUND RELEASED BY THE FINANCE DEPARTMENT.</b>									
26.	M/R to Minister Bungalow No.06 at Shireen Jinnah Colony Karachi.	---	Rs.14,81,100/-	Rs.58.10625 (M)	Non ADP	SSOE		√	
27.	M/R to Minister Bungalow No.08 at Shireen Jinnah Colony Clifton Karachi.	---	Rs.18,00,000/-		Non ADP	SSOE		√	
28.	M/R to Secretary Flat at C-112 B-Ground Floor at Clifton Karachi (Renovation of Bath Room, Coloring & Painting Kitchen Cabinet etc).	---	Rs.15,80,000/-		Non ADP	SSOE		√	
29.	M/R to Servant Quarter No. 49, 50, 51, 52, 53 at GOR Bath Island Karachi).	---	Rs.15,00,000/-		Non ADP	SSOE		√	
30.	M/R to Secretary Bungalow No.03 at GOR-I Bath Island Karachi (Water Proofing, Coloring Pavers).	---	Rs.14,99,500/-		Non ADP	SSOE		√	
31.	M/R to Servant Quarter No.44, 45, 46, 47, & 48 at GOR Bath Island Karachi.	---	Rs.12,49,700/-		Non ADP	SSOE		√	
32.	M/R to Deputy Secretary Flat No.28 at GOR-I Bath Island Karachi.	---	Rs.7,38,500/-		Non ADP	SSOE		√	
33.	M/R to Day to Day Complaints at C-112 Clifton Karachi.	---	Rs.4,99,900/-		Non ADP	SSOE		√	
34.	M/R to Secretary Bungalow No.06 at GOR-I Bath Island Karachi (Roof Treatment Coloring & Painting).	---	Rs.4,99,500/-		Non ADP	SSOE		√	
35.	M/R to Deputy Secretary Flat No.41 at GOR Bath Island Karachi.	---	Rs.7,48,500/-		Non ADP	SSOE		√	
36.	M/R to Day to Day Complaint at SJC Karachi (Pump Room & External Work).	---	Rs.2,00,000/-		Non ADP	SSOE		√	
37.	M/R to New Secretary Flats (Lift Towers) at GOR-I Bath Island Karachi (C.C Topping, Marble, Roof Treatment & etc).	---	Rs.2,98,500/-		Non ADP	SSOE		√	
38.	M/R to Servant Quarter No.54, 55 & 04 (Near Pump Room) at GOR Bath Island Karachi.	---	Rs.7,21,400/-		Non ADP	SSOE		√	
39.	M/R to Oyster Tower Flat No.4/I at SJC Karachi (External & Internal Works) Renovation of Bath Room Coloring & Painting Kitchen Cabinet etc.	---	Rs.5,00,000/-		Non ADP	SSOE		√	
40.	M/R to D.S Blocks at GOR-I Bath Island Karachi (Anti Termite Treatment).	---	Rs.2,40,000/-		Non ADP	SSOE		√	
41.	M/R to GOR Bath Island Karachi (External Drainage) Block-5 Fittings, Fixture, Manhole etc.	---	Rs.5,00,000/-		Non ADP	SSOE		√	
42.	M/R to Additional Secretary Flat No.02 at GOR Bath Island Karachi (Train / Drain & Other Works).	---	Rs.5,00,000/-		Non ADP	SSOE		√	
43.	M/R to Minister Bungalow No.01 to 08, at SJC Clifton Karachi (Anti Termite Treatment).	---	Rs.2,49,500/-		Non ADP	SSOE		√	
44.	M/R to Secretary Bungalow No.02 at GOR Bath Island Karachi.	---	Rs.9,61,500/-	Non ADP	SSOE		√		
45.	M/R to Deputy Secretary Flat No.47 at GOR-I Bath Island Karachi (Colour, Doors, Tiles & Water Proofing).	---	Rs.5,80,000/-	Non ADP	SSOE		√		
46.	M/R to Deputy Secretary Flat No.06 at GOR Bath Island Karachi (Tile of Bath Room).	---	Rs.4,98,600/-	Non ADP	SSOE		√		
47.	M/R to Deputy Secretary Flat No.53 at GOR Bath Island Karachi.	---	Rs.4,97,900/-	Non ADP	SSOE		√		
48.	M/R to Over Head Tank at GOR-I Bath Island Karachi (Plaster, Masonry, Color & C.C Topping).	---	Rs.5,00,000/-	Non ADP	SSOE		√		

49.	M/R to New Secretary Flat No.7 at GOR Bath Island Karachi.	---	Rs.9,99,900/-	Non ADP	SSOE	√
50.	M/R to Deputy Secretary Flat No.36 at GOR-I Bath Island Karachi (Bath Room Work, Color etc).	---	Rs.7,50,000/-	Non ADP	SSOE	√
51.	M/R to Deputy Secretary Flat No.24 & 26 at GOR Bath Island Karachi (Flat No.26).	---	Rs.5,00,000/-	Non ADP	SSOE	√
52.	M/R to Deputy Secretary Flat No.34 at GOR-I Bath Island Karachi (Aluminum Windows, Doors Kitchen).	---	Rs.4,77,400/-	Non ADP	SSOE	√
53.	M/R to Day to Day Complaint at SJC Karachi (Taps Pipes, Beading, Doors & Plaster).	---	Rs.5,00,000/-	Non ADP	SSOE	√
54.	M/R to Room No.4, Circuit House-II Karachi (Colours, Doors & Almirah).	---	Rs.4,96,200/-	Non ADP	SSOE	√
55.	M/R to Secretary Bungalow No.03 Town Houses GOR-III Karachi (Coloring & Painting Fiber Shade, Laying Roof Slab, Wood Works, Tile Works, Water Supply etc).	---	Rs.9,00,000/-	Non ADP	SSOE	√
56.	M/R to Deputy Secretary & Additional Secretary (Garage Work) at GOR Bath Island Karachi (19, 20, 21, 22, 23, & 24).	---	Rs.9,99,400/-	Non ADP	SSOE	√
57.	M/R to Different Rooms 8, 9 & Others (Colors Doors & Other Works) at Circuit House-II Karachi.	---	Rs.4,04,500/-	Non ADP	SSOE	√
58.	M/R to New Secretary Flats (Day to Day Complaints).	---	Rs.4,99,900/-	Non ADP	SSOE	√
59.	M/R to Assistant Flat No.04 at GOR-I Bath Island Karachi (Coloring and Painting, Bath Room Renovation, and Pipe Fittings).	---	Rs.3,99,100/-	Non ADP	SSOE	√
60.	M/R to Suit No.03 at SJC Clifton Karachi (Renovation of Bath Room Kitchen Coloring and Painting Works).	---	Rs.7,48,800/-	Non ADP	SSOE	√
61.	M/R to Deputy Secretary Flat No.17 at GOR-I Bath Island Karachi Bath Room Color Doors & Windows).	---	Rs.9,99,800/-	Non ADP	SSOE	√
62.	M/R to Additional Secretary Flat No.4 at GOR-I Bath Island Karachi (Kitchen, Doors, Bath & Locks).	---	Rs.4,97,000/-	Non ADP	SSOE	√
63.	M/R to Servant Quarter at GOR-I Bath Island Karachi (External Work).	---	Rs.5,00,000/-	Non ADP	SSOE	√
64.	M/R to Miscellaneous Civil Work in GOR-I Karachi (Bachelor Hostel & Other Works).	---	Rs.5,00,000/-	Non ADP	SSOE	√
65.	M/R to Deputy Secretary Flat No.42 at GOR-I Bath Island Karachi (Colouring & Painting Bath Room, Renovation & Pipe Fitting, Anti Termite, Windows etc).	---	Rs.7,01,400/-	Non ADP	SSOE	√
66.	M/R to Secretary Bungalow No.09 at GOR Bath Island Karachi.	---	Rs.9,98,000/-	Non ADP	SSOE	√
67.	M/R to Day to Day Complaint & Deputy Secretary Flat No.43-60 at GOR-I Bath Island Karachi (Taps, Pipe, Beading, Doors Plaster).	---	Rs.5,00,000/-	Non ADP	SSOE	√
68.	M/R to Minister Bungalow No.05 at SJC Clifton Karachi (Bath Room Renovation, Coloring Wooden Work, and Tiles Works).	---	Rs.9,99,900/-	Non ADP	SSOE	√
69.	M/R to Minister Bungalows (Misc: Work) Day to Day Complaints and Other Works.	---	Rs.5,00,000/-	Non ADP	SSOE	√
70.	M/R to Deputy Secretary Flat No.49 at GOR Bath Island Karachi.	---	Rs.5,00,000/-	Non ADP	SSOE	√
71.	M/R to Driver Quarter No.06 at GOR Bath Island Karachi (Coloring, Painting, Bath Room, Pipe Fittings & Fixture).	---	Rs.5,00,000/-	Non ADP	SSOE	√
72.	M/R to Minister Bungalow No.07 at Shireen Jinnah Colony Clifton Karachi.	---	Rs.7,50,000/-	Non ADP	SSOE	√
73.	M/R to Deputy Secretary Flat No.46 at GOR-I Bath Island Karachi.	---	Rs.9,99,900/-	Non ADP	SSOE	√
74.	M/R to Deputy Secretary Flat No.57 at GOR-I Bath Island Karachi.	---	Rs.4,98,900/-	Non ADP	SSOE	√
75.	M/R to Circuit House-I Suit No.1 at GOR Bath Island Karachi (Tiles, Colour & Wood Works).	---	Rs.7,00,000/-	Non ADP	SSOE	√
76.	M/R to Driver Quarter No.03 at GOR-I Bath Island Karachi (Coloring & Painting Bath Rooms Pipe Fittings Fixture).	---	Rs.5,00,000/-	Non ADP	SSOE	√
77.	M/R to Deputy Secretary Flat No.01 to 06 at GOR Bath Island Karachi.	---	Rs.4,98,600/-	Non ADP	SSOE	√

78.	M/R to Deputy Secretary Flat No.44 at GOR Bath Island Karachi (Colouring & Painting Bath Tiles, & Pipe Fittings & Fixture).	---	Rs.4,98,500/-		Non ADP	SSOE			√		
79.	M/R to Additional Secretary Flat No.05 at GOR-I Bath Island Karachi at GOR-I Bath Island Karachi Tank, Drain & Other Works).	---	Rs.4,99,000/-		Non ADP	SSOE			√		
80.	M/R to Circuit House-I Suit No.03 at GOR Bath Island Karachi.	---	Rs.7,00,000/-		Non ADP	SSOE			√		
81.	M/R to Deputy Secretary Flat No.25 at GOR-I Bath Island Karachi.	---	Rs.7,50,000/-		Non ADP	SSOE			√		
82.	M/R to Deputy Secretary Flat No.37 at GOR-I Bath Island Karachi (Colour, Tiles, Pavers, Kitchen Bath Room Fittings etc).		Rs.9,98,000/-		Non ADP	SSOE			√		
83.	M/R to Assistant Flat No.01 at GOR-I Bath Island Karachi.	---	Rs.5,99,900/-		Non ADP	SSOE			√		

  
**(MUHAMMAD ALI MAKHDOOM)**  
 EXECUTIVE ENGINEER,  
 Provincial Buildings Division No-I,  
 Karachi.

①

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT  
PROCUREMENT OF WORKS  
*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Deputy Secretary Flat No.28 at GOR-I Bath Island Karachi.
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.7,38,500/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No.I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### **Clause-10: Quality Control.**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

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

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

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

**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.

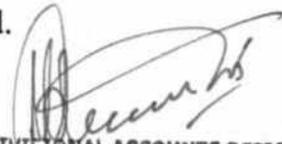
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. 1  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. 1  
Karachi.  
Executive Engineer/Procuring Agency

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer Procuring Agency  
 Provincial Public Works Department,  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procuring Agency  
 Housing & Planning Division No. 1,  
 Karachi.

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.

**SCHEDULE B ATTACHED**

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

## SCHEDULE - B

	Unit	Quantity	Rate	Amount
<b>PART-A (SCH-ITEM)</b>				
1	%Sft	585.50	786.50	4605.00
2	%Sft	807.54	226.88	1832.00
3	%Sft	268.00	1043.90	2798.00
<b>TOTAL</b>				<b>9235.00</b>
Add % Above				
<b>TOTAL -(A)</b>				
<b>PART-B (W/S &amp; S/F)</b>				
1	Each	3.00	10322.40	30967.20
2	Each	3.00	3432.00	10296.00
<b>TOTAL</b>				<b>41263.20</b>
Add % Above				
<b>TOTAL -(B)</b>				
<b>PART-C, CIVIL WORKS</b>				
1	Sft	332.00	1592.69	50966.00
<b>TOTAL -(C)</b>				<b>50966.00</b>
<b>PART - E, (NON - SCH. ITEM)</b>				
1	Sft	539.54		
2	Sft	585.50		
3	Each	9.00		
4	Each	3.00		
5	Each	3.00		
6	Each	3.00		

M & R to Deputy Secretary Flat No. 28, at GOR-I Bath Island Karachi.

SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
7	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	3.00		
8	Providing and fixing Vanity Top of Granite approved quality etc. complete.	Each	2.00		
9	Repair of aluminum sliding window i/c. change of rubber pulley around the window shutter also i/c. change of sliding wheel best quality with fine finishing i/c. removing & refilling with all cost of labour and necessary required material as directed by the Engineer Incharge etc. complete.	P.Job	13.00		
10	Providing and fixing uPVC pipe including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.				
	a) 4" dia uPVC pipe	Rft	60.00		
	b) 3" dia uPVC pipe	Rft	18.00		
	c) 2" dia uPVC pipe	Rft	12.00		
11	Providing and fixing cPVC pipe 1/2" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.				
		110.00	110.00		
12	P/F uPVC fitting & fixture etc Complete.				
	a) 4" dia P.Trap	Each	7.00		
	b) 4" dia Socket	Each	4.00		
	c) 3" dia Socket	Each	2.00		
	d) 3" dia P.Trap	Each	3.00		
	e) 3" dia Y-Fee	Each	3.00		
	f) 2" dia Elbow	Each	3.00		
13	P/F cPVC fitting & fixture etc Complete.				
	a) 1/2" dia Bend	Each	12.00		
	b) 1/2" dia Elbow Bush	Each	6.00		
	c) 1/2" dia Union	Each	4.00		
<b>TOTAL OF NON. SCH-ITEM</b>					
<b>GRAND TOTAL</b>					

TERMS AND CONDITION

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- Arbitration clause stands deleted from the agreement.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)



(ASSISTANT ENGINEER)

Provincial Buildings Sub-Division-I

Karachi

(EXECUTIVE ENGINEER)

Provincial Buildings Division-I

Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Day to Day Complaints at C-112 Clifton Karachi.
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,99,900/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

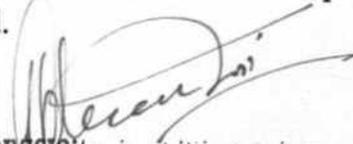
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER  
Provincial Buildings Division No. 1  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. 1  
Karachi.  
**Executive Engineer/Procuring Agency**

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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**  
 Provincial Buildings Division No-1,  
 Karachi.

**(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
.					
.					
.					
.					
.					
.					
.					

**(SCHEDULE "B" ATTACHED)**

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procuring Agency,  
 Provincial Engineering Division,  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE B ATTACHED

M & R to Day to Day Complaint at C-112, Karachi

**SCHEDULE-B**

S.No	Description	Unit	Quantity	Rate	Amount
<b>SCHEDULE ITEMS</b>					
<b>PART-A CIVIL WORKS</b>					
1	Supplying & fixing iron steel grill using solid sq. bars of size 1/2" placed at 4" i/c. and frame of flat iron patti of 3/4" x 3/4" i/c. circle shape at 1-0 apart equivalent fitted with screws are pins i/c, painting 3 coats with first coat of red oxide paint etc. (S.I-30/94)	Sft	375.00	194.16	72810.00
<b>TOTAL</b>					<b>72810.00</b>
Add : % above					
<b>TOTAL OF PART-A</b>					
<b>PART-B (W/S &amp; S/F)</b>					
1	Supplying & fixing 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-23/19)	Each	4.00	10322.40	41289.60
2	P/F Muslim Shower with double bib cock etc. complete (S.I. 19/19)	Each	4.00	3432.00	13728.00
<b>TOTAL</b>					<b>55017.60</b>
Add : % above					
<b>TOTAL OF PART-B</b>					
<b>PART-C</b>					
1	Painting old surfaces. (c) Painting doors and windows any type (ii) Each Subsequent Coat. (S.I-4(c)(i)(ii)/68)	%Sft	375.00	1160.06	4350.23
<b>TOTAL OF PART-C</b>					<b>4350.23</b>
<b>PART-D</b>					
1	Providing and fixing deodar Almirah 9" - 12" depth including boxing with back shelves, shutters brass fittings complete. (S.I-23/61)	Sft	42.00	1778.50	74697.00
2	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (White). (S.I-84(a)/108)	Sft	84.00	1592.69	133785.96
<b>CHECKED</b>					
<b>TOTAL OF PART-D</b>					<b>208482.96</b>
<b>PART-D (NON-SCH. ITEM)</b>					
1	S/F Fancy door locks as approved quality imported etc. complete.	Each	5.00		
2	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	1.00		
3	P/F hobe imported double excess fan touch screen glass tope or as approved quality i/c. all cost of labour material cartage and fixing charge in all respect etc. complete.	Each	1.00		

S.No	Description	Unit	Quantity	Rate	Amount
4	P/F RCC manhole cover of 2" thickness embedded with angle iron frame 3' x 3' and bars of 3/8" dia mild steel placed at 6" i/c. both way i/c. handle in centre for lifting poured with C.C. 1:2:4 etc. complete.	Each	10.00		
5	Providing and fixing uPVC Pipe 3/4" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Rft	40.00		
6	Repair of 3 Phase 440 Volts Electric Motor Pump 2 HP i/c. change of ball bearing set imported make change shaft heavy pattern similar set after repair & re-fixing on existing position with oiling gland dori and gressing and testing etc. i/c. removing & re-fixing and cartage from site to work shop and base i/c. cost of labour and necessary repaired material as directed by the Engineer Incharge etc. complete.	Each	1.00		
7	Providing and fixing of fine quality exhaust fan royal make or equal quality 6" metal body etc. including making frame and necessary electric wiring and connection etc. complete.	Each	6.00		
8	Disposal of Debries concrete from site of work to out side KMC / city limits through mechanical means i/c. tractor trolley / trucks etc. complete.	P.Truck	2.00		
<b>TOTAL OF NON SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

#### TERMS AND CONDITION

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 3 No. premium shall be paid on a Non Schedule Items.
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- 5 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRECOR)

  
(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Secretary Bungalow No.06 at GOR-I Bath Island Karachi (Roof Treatment Coloring & Painting).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,99,500/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## Conditions of Contract

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

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

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

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

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

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. 1,  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. 1,  
Karachi.

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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,  
 Executive Engineer Procuring Agency  
 Provincial Government  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer/Procurement Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE BY ATTACHED

M & R to Secretary Bungalow No. 6, at GOR Bath Island Karachi Karachi (Roof Treatment Colouring & painting)

SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH-ITEM)</b>					
1	Dismantling of glazed or encaustic tiles. (S.I-55/13)	%Sft	352.24	786.50	2770.37
2	Dismantling Cement Concrete Plain 1:2:4. (S.I-19(c)/10)	%Cft	774.08	3327.50	25757.67
3	Providing & Laying 2" thick topping cement concrete (1:2:4) including Surface finishing and dividing into panels. (S.I-16(c)/42)	%Sft	4553.44	3275.50	149147.89
4	Providing and fixing with jute felt paper of 60 Lbs over roof i/c. cleaning of roof with wire brush an removing dust, applying bitumen coat at the rate of 34 Lbs per % Sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 Cft for 100 Sft. The cost also i/c. necessary fire material kerosene oil wood etc. (S.I-41/38)	psft	1716.09	54.70	93870.12
<b>TOTAL</b>					271546.05
Add % Above					
<b>TOTAL -A</b>					
<b>PART-B</b>					
1	Providing and laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and pattern of Stile specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, clearing and cost of wax polish etc. complete including cutting tiles to proper profile. (S.I-60/47)	%Sft	352.24	30509.77	107467.61
<b>TOTAL</b>					107467.61
<b>PART-C (NON. SCH-ITEM)</b>					
1	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	1.00		
2	P/F Wash Basin with Pedestal & necessary fittings making holes and repairing with cement mortar approved quality etc. complete in all respect. (Imported Portal make)	Each	1.00		
3	S/F Wash Basin Mixture of superior quality with CP head 3/4" dia (Imported Make)	Each	1.00		
4	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	1.00		

CHECKED

S.No	Description	Unit	Quantity	Rate	Amount
5	S/F Muslim Shower with double bib cock approved quality etc. complete. (Imported make)	Each	1.00		
6	P/F Bath Accessories Imported make as approved quality etc. complete. (Imported make)	Each	1.00		
7	S/F CP Brass concealed T-Stop Cock of Superior quality with crystal head 1/2" dia	Each	3.00		
8	P/F floor trap jalli 6"x6" size double sheeted as approved colour, make & design matching with Existing Ties & fixing with fine finishing and proper slope etc.complete.	Each	2.00		
	<b>TOTAL</b>				
	<b>GRAND TOTAL</b>				

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
**(ASSISTANT ENGINEER)**  
 Provincial Buildings Sub-Division-I  
 Karachi

(W)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Deputy Secretary Flat No.41 at GOR Bath Island Karachi..

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.7,48,500/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

### 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. 2,  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. 2,  
Karachi.

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Provincial Buildings Division No. 10,  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineering/Procuring Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE B ATTACHED

## SCHEDULE-B.

4

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH-ITEM)</b>					
1	Dismantling of glazed or encaustic tiles. (S.I-55/13)	%Sft	839.73	786.50	6604.48
	<b>TOTAL</b>				6604.48
	<b>Add: % above</b>				
	<b>TOTAL -A</b>				
<b>PART-B (SCH-ITEM)</b>					
1	S/F Bath accessories set (7-pieces ) i/c towel rod brush holder soap tray shelf of approved quality and design etc, complete (s.i.No. 22/19)	Each	3.00	10322.42	30967.26
2	S/F CP Muslim shower with double bib cock & ring pipe etc, complete (s.i.No.19-a/19)	Each	3.00	3432.00	10296.00
	<b>TOTAL</b>				41263.26
	<b>Add, % above</b>				
	<b>TOTAL -B</b>				
<b>PART-C (SCH-ITEM)</b>					
1	First class deodar wood wrought joinery in doors and windows etc fixed in position including chow Kats hold fasts hinges, iron tower bolts chocks cleats handles and cords with hooks etc deodar paneled or paneled and glazed or fully glazed (b)1-3/4" thick(S.I.NO.7-b/58).(1273/76(-)370/83=902/93 (Only Shutter)	P. Sft	123.76	902.93	111747.07
2	Providing and laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and pattern of Stile specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, clearing and cost of wax polish etc. complete including cutting tiles to proper profile. (S.I-60/47)	%Sft	645.75	30509.77	197016.84
3	Providing and fixing aluminum sheet on doors pasted with glue as per requirement(S.I.NO.61/73)	%Sft	23.63	63.77	1506.57
	<b>TOTAL -C</b>				310270.47
	<b>TOTAL OF SCH-ITEM</b>				
<b>NON-SCHEDULE ITEM</b>					
1	Making and fixing wooden kitchen cabinet with shutters of Lasani wood sheet 3/4" thick frame work of first class deodar wood 2" x 1" pasted with classic Formica and 18" deep including necessary hinges catcher handle sliding wheels in draws nails / screws etc. with approved design and shape. The cost also includes necessary tools and plants to be used in making etc. complete as directed by the Engineer Incharge etc. complete.	P Sft	70.75		
2	Providing and fixing marble top 3/4" thick as approved color make and design including making edges with round shape and chemical polishing including the cost of material labor Westgate and cartage etc complete.	P Sft	46.00		
3	S/F fancy type sink mixture cock imported of superior quality with cp head etc complete (imported make)	Each	1.00		
4	P/F tee stop cock of superior quality with CP head 1/2" dia (Imported make)	Each	9.00		
5	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	3.00		

M & R to Deputy Secretary Flat No. 41, at GOR Bath Island Karachi.

**SCHEDULE-B.**

S.No	Description	Unit	Quantity	Rate	Amount
6	P/F Wash Basin with Pedestal & necessary fittings making holes and repairing with cement mortar approved quality etc. complete in all respect. (Imported Portal make)	Each	3.00		
7	S/F Wash Basin Mixture of superior quality with CP head 3/4" dia (Imported Make)	Each	3.00		
8	P/F Stainless Steel Sink Double Bowl Approved quality necessary fittings i/c. fixed in marble top fitting with cement mortar & curing etc. complete.	Each	1.00		
9	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	1.00		
10	P/F Indian WC i/c. flushing cistern and also etc. complete in all respect.	Each	1.00		
11	P/F wall paper of imported make of approved shade / colour / paint as approved by the competent authority fixed with glue, preparing smooth the surface with plaster of Paris / chemical.	Each	232.20		
12	S/F Fancy door locks as approved quality imported etc. complete.	Each	1.00		
<b>TOTAL NON-SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- Arbitration clause stands deleted from the agreement.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)



(ASSISTANT ENGINEER)

Provincial Buildings Sub-Division-I  
Karachi



(EXECUTIVE ENGINEER)

Provincial Buildings Division-I  
Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Day to Day Complaint at SJC Karachi (Pump Room & External Work).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.2,00,000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.500/- (Rupees= Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

### **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.

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**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.
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  - (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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
**Divisional Accounts Officer**  
Karachi.

  
Executive Engineer,  
**Executive Engineer/Procuring Agency**  
Karachi.

**Contractor**

### 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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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,  
 Provincial Building Division,  
 Executive Engineer Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procurement Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer Procuring Agency  
Karachi.

**SCHEDULE B ATTACHED**

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to New Secretary Flats (Lift Towers) at GOR-I Bath Island Karachi (C.C Topping, Marble, Roof Treatment & etc).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.2,98,500/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

### **Conditions of Contract**

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

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

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

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

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

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

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

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

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

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

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**Clause-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.

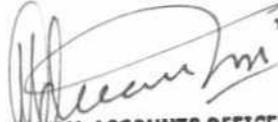
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Divisional Accounts Officer

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Provincial Government  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer, Procurement Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Buildings Division No. I  
Karachi.

SCHEDULE 'B' ATTACHED

**M & R to New Secretary Flats (Lift Towers) at GOR-I Bath Island Karachi.  
(C.C . Topping, Marble, Roof Treatment & Pipe Fittings)**

**SCHEDULE - B**

S.No	Description	Unit	Quantity	Rate	Amount
<b><u>PART-A (CIVIL WORKS)</u></b>					
1	Providing & Laying 2" thick topping cement concrete (1:2:4) including Surface finishing and dividing into panels. (S.I-16(c)/42)	%Sft	120.00	3275.50	3,931/-
	<b>TOTAL</b>				3,931/-
	Add: % Above				
	<b>TOTAL OF PART A</b>				
<b><u>PART-B (AT PAR)</u></b>					
1	First class deodar wood wrought, joinery in doors and windows etc., fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (b) 1-3/4" thick. (S.I 7(b)/58)(1273.76(-)370.83=902.93 (Only Shutter)	Sft	21.00	902.93	18,962/-
	<b>TOTAL OF PART B</b>				18,962/-
<b><u>PART-C (W/S &amp; S/E)</u></b>					
1	Supplying & fixing fiber glass tank of approved quality and design and wall thickness as specified i/c. cost of nutes bolts and fixing in platform of cement concrete 1:3:6 and making connections for inlet & outlet & over flow pipes etc. complete. (c) 500 gallons wall thickness 4.5mm (S.I-III3(c)/21)	Each	2.00	37505.42	75,011/-
	<b>TOTAL</b>				75,011/-
	Add: % Above				
	<b>TOTAL OF PART C</b>				
<b><u>NON-SCH. ITEMS</u></b>					
1	Removal of Debries from site of work to out side of KMC / City limit Through mecinical means by truck i/c loading & unloading up to 30 KM etc complete or as directed by the Engineer Incharge etc. complete.	Each	6.00		
2	Desalting of Manhole and disposal of west material from site of work through mecinical means out side city limits Karachi.	Each	15.00		

**CHECKED**

S.No	Description	Unit	Quantity	Rate	Amount
3	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
4	Removing of Motor & Pump 5 HP i/c. replacing shaft, bearing, greasing, oiling etc. complete as per directed by Engineer Incharge.	Each	1.00		
5	P/F wash basin approved quality etc. complete in all respect. (Imported) as per directed by Engineer Incharge.	Each	2.00		
6	S/F Wash Basin Mixture of superior quality with CP head 1/2" dia (imported) in all respect as per directed by Engineer Incharge.	Each	2.00		
7	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	7.00		
	<b>TOTAL</b>				
	<b>GRAND TOTAL</b>				

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 3 No. premium shall be paid on a Non Schedule Items.
- 4 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 5 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRECOR)

  
**(ASSISTANT ENGINEER)**  
 Provincial Buildings Sub-Division-I  
 Karachi

**(EXECUTIVE ENGINEER)**  
 Provincial Buildings Division-I  
 Karachi

①

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT  
PROCUREMENT OF WORKS  
*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Servant Quarter No.54, 55 & 04 (Near Pump Room) at GOR Bath Island Karachi.

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.7,21,400/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## Conditions of Contract

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

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

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

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

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

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
**Divisional Accounts Officer**

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.  
**Executive Engineer/Procuring Agency**

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Buildings Division No. 1,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineering Division No. I  
Sindh Public Procurement Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE B ATTACHED

**M & R to Servant Quarter No. 46,55,04 (Near Pump Room) at GOR Bath Island Karachi.  
(Miscellaneous Work)(Fixture, Beading & Colour)**

**SCHEDULE - B**

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH-ITEM)</b>					
1	Excavation in foundation of buildings bridges and other structure including dagbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5'ft (b) in Ordinary Soil. (S.I. No. 4(b)/18)	%Cft	488.25	3176.25	1550.80
2	Cement Concrete brick or stone ballast 1-1/2" to 2" guage. Ratio 1:4:8 (S.I-4(b)/15)	%Cft	69.75	9416.28	6567.86
3	Filling, watering and ramming earth under floor with new earth (Excavated from outside) lead upto one chain and lift upto 5 feet.(S.I-22/4)	%Cft	937.50	3630.00	3403.13
4	Dismantling Cement Concrete Plain 1:2:4. (S.I-19(c)/10)	%Cft	18.38	3327.50	611.43
5	Providing and laying 1:3:6 Cement concrete solid Block Masonry wall above 6" and below in thickness set in 1:6 cement mortar in ground floor Super Structure including raking out joints & curring etc. complete. (S.I-24/19)	%Cft	866.04	15771.01	136582.51
6	Cement plaster 1:6 upto 12' height. (c) 3/4" thick (S.I-13(c)/52)	%sft	91.25	2590.50	2363.83
7	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city / quddra / cobble shape with natural colours, having strength b/w. 5000 psi to 8500 psi i/c. filling the joints with hill sand and laying in specified manner / pattern and design etc. complete. (S.I-72/49)	Sft	1439.57	199.77	287582.90
8	Providing & fixing ornamental jali 2: thick (1:2:4) without steel. (S-11/P.18)	Sft	8.00	226.02	1808.16
<b>TOTAL</b>					<b>440470.62</b>
Add : % above					
<b>TOTAL OF PART-A</b>					
<b>PART-B</b>					
1	Supplying & fixing G.I. frames / Chowkats of size 7" x 2" or 4-1/2" x 3" for windows using 20 gauge G.I. Sheet i/c. welded hinges and fixing at site with necessary holds fasts, filing with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c. all carriage, tools and plants used in making and fixing. (S.I-28/93)	Rft	85.00	240.50	20442.50
2	Making & fixing steel grated door with 1/16" thick sheeting including angle iron frame 2" x 2", 3/8" and 3/4" square bars 4" centre to centre with locking arrangement. (S.I-24/92)	Sft	18.78	726.72	13649.62
3	Supplying & fixing iron steel grill using solid sq. bars of size 1/2" placed at 4" i/c. and frame of flat iron patti of 3/4" x 3/4" i/c. circle shape at 1-0 apart equivalent fitted with screws are pins i/c, painting 3 coats with first coat of red oxide paint etc. (S.I-30/94)	Sft	20.25	194.16	3931.74
<b>TOTAL</b>					<b>38023.86</b>
Add : % above					
<b>TOTAL OF PART-B</b>					

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-C</b>					
2	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (White). (S.I-84(a)/108)	Sft	19.00	1592.69	30261.11
3	Providing and laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and pattern of Stile specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, clearing and cost of wax polish etc. complete including cutting tiles to proper profile. (S.I-60/47)	%Sft	523.50	30509.77	159718.65
<b>TOTAL-C</b>					<b>189979.76</b>
<b>PART-D (NON-SCH. ITEM)</b>					
1	P/F RCC manhole cover of 3' thickness embedded with angle iron frame 1-1/2" x 1-1/2" x 1-1/4" and bars of 3/8" dia mild steel placed at 6' i/c. both way i/c. handle in centre for lifting poured with C.C. 1:2:4 etc. complete.	Sft	8.00		
<b>TOTAL OF NON SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
**(ASSISTANT ENGINEER)**  
 Provincial Buildings Sub-Division-I  
 Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Oyster Tower Flat No.4/I at SJC Karachi (External & Internal Works) Renovation of Bath Room Coloring & Painting Kitchen Cabinet etc.

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.5,00,000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
  - (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. J,  
Divisional Accounts Officer  
Karachi.

**Contractor**

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Provincial Engineering Procuring Agency  
 Karachi.

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**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procurement Agency  
 Provincial Bidding Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Public Works Division No. 1  
Karachi.

SCHEDULE 'B' ATTACHED

M & R to Oyster Tower Flat No. 4/ I, at Clifton Karachi *(Ext: 3 into work) Karachi*  
**SCHEDULE-B** *of Bathroom, Colouring & painting kitchen cabinet etc*

6

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCHEDULE ITEM)</b>					
1	First class deodar wood wrought, joinery work in wire gauze door and windows with 22 SWG. Galvanized wire gauze 144 mesh per square inch iron fitting complete. (b) 1-1/2" thick deodar wood framing including wire gauze with ordinary hinges. (S.I-14(b)/59)	Sft	21.94	562.98	12350.37
2	First class deodar wood wrought, joinery in doors and windows etc., fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (b) 1-3/4" thick. (S.I-7(b)/58) (1273.76 (-) 370.83 = 902.93) (Only Shutter)	Sft	198.96	902.93	179646.23
3	Providing and fixing with sunk iron screw wooden Architrave approved design / shape saving with not less than 2-1/2 inches as Directed by Engineer Incharges. (S.I. 60/66)	Rft	221.50	49.97	11068.36
4	Providing and fixing deodar Almirah 9" - 12" depth including boxing with back shelves, shutters brass fittings complete. (S.I-23/61)	Sft	96.80	1778.50	170736.00
5	Providing and fixing approved quality mortise lock. (S.I-21/60)	Each	7.00	1786.13	12502.91
6	Nylon wire gauge 144 mesh per square inch fixed to chowkats. Kats with 3/4" deodar strips and screws. (S.I-63(a)/66)	Sft	147.00	193.53	28448.91
7	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (White). (S.I-84(a)/108)	Sft	50.96	1592.69	81162.05
<b>TOTAL OF PART-A</b>					<b>495914.83</b>
<b>PART-B (NON. SCH- ITEM)</b>					
1	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	1.00		
<b>TOTAL OF PART-B</b>					
<b>GRAND TOTAL</b>					
<b>SAY</b>					

**CHECKED**

**TERMS AND CONDITION**

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- Arbitration clause stands deleted from the agreement.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

(ASSISTANT ENGINEER)

Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)

Provincial Buildings Division-I  
Karachi

9

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to D.S Blocks at GOR-I Bath Island Karachi (Anti Termite Treatment).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.2,40,000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

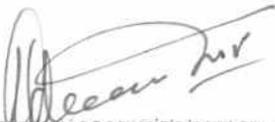
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Divisional Accounts Officer  
Karachi.

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineering Procurement Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE 'B' ATTACHED

M & R to DS, Blocks, at GOR-1, Bath Island Karachi.(Anti Termite Treatment)

SCHEDULE-B

S.No	Description	Unit	Quantity	Rate	Amount
	<b>NON-SCH-ITEM</b>				
1	providing and performing Antitermite treatment by drilling and injecting method drilling floor of any kind of entrie plinth area at ground floor to make 1' inch dia hole 3/5 chowkats and wall spraying of all wooden structure etc. filling the holes with suitable patty cleaning and compieting the work as directed of Engineer incharge.	Sft	9599.97		
	<b>TOTAL</b>				

TERMS AND CONDITION

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
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(CONTRACTOR)

(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)  
Provincial Buildings Division-I  
Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

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- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to GOR Bath Island Karachi (External Drainage) Block-5 Fittings, Fixture, Manhole etc.

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.5,00,000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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.

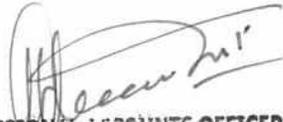
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
**Divisional Accounts Officer**

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Buildings Division No. I,  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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,  
 Provincial Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
**Executive Engineer,**  
Provincial Building Division Agency  
Executive Engineer Procurement Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**SCHEDULE B ATTACHED**

M & R to GOR-I Bath Island Karachi.(External Drainage) Block-5, Excavation, S/F Pipe & Fitting, Fixture, Manhole etc)

SCHEDULE-B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-E (NON. SCH-ITEM)</b>					
1	Providing and fixing uPVC pipe including cutting earth upto required depth 2' to 3' making and jointing with solution pest including all cost of labour as directed by the Engineer Incharge etc. complete.				
	uPVC Pipe 12" dia	Rft	60.00		
	uPVC Pipe 8" dia	Rft	95.00		
	uPVC Pipe 6" dia	Rft	70.00		
	uPVC Pipe 4" dia	Rft	80.00		
	uPVC Pipe 3" dia	Rft	70.00		
2	Providing and fixing uPVC fitting				
	Plain Bend 4" dia	Each	8.00		
	Y-Tee 4" dia	Each	6.00		
	Plug Bend 4" dia	Each	6.00		
	Plain Tee 4" dia	Each	10.00		
	Plain Bend 3" dia	Each	10.00		
	Y-Tee 3" dia	Each	7.00		
	Plug Bend 3" dia	Each	6.00		
	Plain Tee 3" dia	Each	9.00		
3	Construction of manhole circular types with cement concrete 1:3:6 i/c. iron shuttering, curing etc. complete as per directed by Engineer Incharge.	Each	12.00		
4	M/S RCC manhole cover out side i/c. angle iron frame also i/c. handling arrangement etc. complete or as directed by the Engineer Incharge.	Each	48.00		
<b>TOTAL NON-SCH. ITEM</b>					

TERMS AND CONDITION

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- Arbitration clause stands deleted from the agreement.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)  
Provincial Buildings Division-I  
Karachi

(11)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Additional Secretary Flat No.02 at GOR Bath Island Karachi (Train / Drain & Other Works).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.5,00,000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Divisional Accounts Officer

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Principal Buildings Division No.1  
 Executive Engineer's Procuring Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer Procuring Agency  
Karachi.

SCHEDULE BY ATTACHED

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH. ITEMS)</b>					
1	Scraping ordinary distemper oil bound distemper or paint on walls. (S.I-54(a)/15)	%Sft	11406.13	226.88	25878.22
3	Distemping. (c) Three Coat. (S.I-24(c)/54)	%SR	3242.13	1079.65	35003.60
<b>CHECKED</b>					
<b>TOTAL OF PART-A</b>					<b>60881.82</b>
<b>Add: % Above</b>					
<b>TOTAL OF PART-A</b>					
<b>PART-B (NON-SCH. ITEM)</b>					
1	Repairing old surface & painting with Matt Finish i/c. filling of joints and cracks with fine finishing including all respect labour, as directed by the Engineer Incharge etc. complete.	psft	8164.00		
2	Providing and fixing fiber glass tank 400 gallons capacity making cement concrete plate from over roof with cement concrete 1:2:4 curing and finishing etc complete.	Each	2.00		
3	P/F double side gas burner gas stove of stainless steel i/c. S/F with all fitting & all fixture as approved quality etc. complete as per directed by Engineer Incharge.	Each	1.00		
4	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
5	P/F Indian WC i/c. flushing cistern and also etc. complete in all respect as per directed by the Engineer Incharge.	Each	2.00		
<b>TOTAL OF NON-SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

(ASSISTANT ENGINEER)  
 Provincial Buildings Sub-Division-I  
 Karachi

(12)

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Minister Bungalow No.01 to 08, at SJC Clifton Karachi (Anti Termite Treatment).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.2,49,500/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

### **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.**

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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.

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- (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.

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

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

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

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### **Clause-10: Quality Control.**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

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

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

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

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**Clause-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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
**Divisional Accounts Officer**

  
Executive Engineer,  
Executive Engineer/Procuring Agency,  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer, Procuring Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE B ATTACHED

M & R to Minister Bungalow No. 01 to 08, at SJC Clifton Karachi (Anti Termite Treatment )  
SCHEDULE-B

12

S.No	Description	Unit	Quantity	Rate	Amount
<b>NON-SCHEDULE ITEM</b>					
1	providing and performing Antitermite treatment by drilling and injecting method drilling floor of any kind of entrie plinth area at ground floor to make 1' inch dia hole 3/5 chowkats and wall spraying of all wooden structure etc, filling the holes with suitable patty cleaning and compieting the work as directed of Engineer incharge.	p Sft	9980.00		
	<b>TOTAL</b>				
	<b>GRAND TOTAL</b>				

TERMS AND CONDITION

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 Arbitration clause stands deleted from the agreement.
- 3 No. premium shall be paid on a Non Schedule Items.
- 4 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 5 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

(ASSISTANT ENGINEER)  
 Provincial Buildings Sub-Division-I  
 Karachi

(EXECUTIVE ENGINEER)  
 Provincial Buildings Division-I  
 Karachi

(15)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Secretary Bungalow No.02 at GOR Bath Island Karachi.

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.9,61,500/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

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**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.

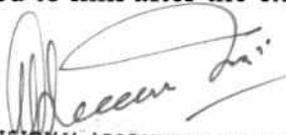
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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;
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DIVISIONAL ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
Divisional Accounts Officer

**Contractor**

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procuring Agency  
 Karachi.

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.

**SCHEDULE 'B' ATTACHED**

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

13

**M & R to Secretary Bungalow No. 2, at GOR Bath Island Karachi.**

**SCHEDULE-B**

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH-ITEM)</b>					
1	Dismantling of glazed or encaustic tiles.(S.I.55/13)	%Sft	476.89	786.50	3750.71
2	Scraping ordinary distemper oil bound distemper or paint on walls. (S.I-54(a)/15)	%Sft	30287.10	226.88	68715.37
3	Distemping. (b) Two Coat. (S.I-24(b)/54)	%Sft	10636.66	1043.90	111036.07
4	Painting old surfaces. (d) Painting guard bars, gates iron bars gratings, railings including standard braces (etc.) and similar open work. (i) First Coat. (S.I-4(d)(i)/69)	%Sft	1209.75	381.80	4618.83
	<b>TOTAL -A</b>				188120.98
	<b>Add % above</b>				
	<b>TOTAL-B</b>				
<b>PART-B (W/S &amp; S/F)</b>					
1	Supplying & fixing 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-23/19)	Each	3.00	10322.40	30967.20
2	P/F Muslim Shower with double bib cock etc. complete (S.I. 19/19)	Each	3.00	3432.00	10296.00
	<b>TOTAL</b>				41263.20
	<b>Add % above</b>				
	<b>TOTAL-B</b>				
	<b>TOTAL OF SCH-ITEM</b>				
<b>PART-C. (NON-SCH-ITEM)</b>					
1	Preparing old surface & painting with Matt Finish i/c. filling of joints and cracks with fine finishing including all respect labour, as directed by the Engineer Incharge etc. complete.	P Sft	6485.30		
2	Providing and Fixing Porcelain glazed tiles as per site requirement or as approved shape and size-imported make as approved quality / make / design and colour including laying with bond solution sand mortar including jointing in white cement including washing of tiles and filling of joints with slurry of white cement in desired shape with finishing including cutting of tiles to proper profile i/c. all respect labour and necessary required material as directed by the Engineer Incharge etc. complete.	P Sft	476.89		
3	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	3.00		
4	Providing and fixing Vanity Top of Granite approved quality etc. complete.	Each	2.00		

CHECKED

M & R to Secretary Bungalow No. 2, at GOR Bath Island Karachi.

**SCHEDULE-B**

S.No	Description	Unit	Quantity	Rate	Amount
5	S/F of Cubical Glass Shower box imported approved quality i/c. fine plastic bath chair 36" x 36" in size i/c. all cost of fixing charges & cartage etc. complete.	Each	3.00		
6	Supplying & Fixing Water heater (Geyser 30-gallons) capacity best quality of singer make i/c. cartage etc. complete.	Each	1.00		
7	P/F Wash Basin with Pedestal & necessary fittings making holes and repairing with cement mortar approved quality etc. complete in all respect. (Imported Portal make)	Each	1.00		
8	Providing and fixing uPVC Pipe including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.				
	1/2" dia	Rft	75.00		
	3/4" dia	Rft	33.32		
9	Providing and fixing cPVC Pipe 1/2" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	P Rft	106.00		
10	P/F uPVC Fitting & fixture				
	a) 1" dia Handle Valve	Each	3.00		
	b) 1/2" dia Handle Valve	Each	3.00		
	C) 3/4" dia Non-Return Valve	Each	2.00		
	d) 3/4" dia Handle Valve	Each	3.00		
<b>TOTAL NON-SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 Arbitration clause stands deleted from the agreement.
- 3 No. premium shall be paid on a Non Schedule Items.
- 4 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 5 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

(ASSISTANT ENGINEER)

Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)

Provincial Buildings Division-I  
Karachi

(16)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Deputy Secretary Flat No.47 at GOR-I Bath Island Karachi (Colour, Doors, Tiles & Water Proofing).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.5,80,000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division Head  
Divisional Accounts Officer  
Karachi.

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
**Executive Engineer,**  
 Public Building Provision Agency  
 Executive Engineers' Pooling Agency  
 Karachi.

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.

**SCHEDULE 'B' ATTACHED**

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

14

M & R to Deputy Secretary Flat No. 47 at GOR-I Bath Island Karachi. (Colour, Doors, Tiles & Water Proofing)

SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCHEDULE ITEM)</b>					
1	Dismantling Cement Concrete Plain 1:2:4.(S.I-19(c)/10)	% Cft	468.10	3327.50	15576.02
2	Providing & Laying 2" thick topping cement concrete (1:2:4) including Surface finishing and dividing into panels. (S.I-16(c)/42)	% Sft	1872.40	3275.50	61330.43
3	Scraping ordinary distemper Oil bound Distemper or paint on walls. (S.I-54(b)/13)	% Sft	963.37	226.88	2186.60
<b>TOTAL</b>					79092.14
<b>Add % Above</b>					
<b>TOTAL OF PART-A</b>					
<b>PART-B</b>					
1	Supplying & fixing 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-23/19)	Each	3.00	10322.40	30967.20
2	P/F Muslim Shower with double bib cock etc. complete (S.I. 19/19)	Each	2.00	3432.00	6864.00
<b>TOTAL</b>					37831.20
<b>Add % Above</b>					
<b>TOTAL OF PART-B</b>					
<b>PART-C</b>					
3	Providing and fixing with jute felt paper of 60 Lbs over roof i/c. cleaning of roof with wire brush an removing dust, applying bitumen coat at the rate of 34 Lbs per % Sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 Cft for 100 Sft. The cost also i/c. necessary fire material kerosene oil wood etc. (S.I-42/39)	% Sft	1872.40	106.73	199841.13
<b>TOTAL OF PART-C</b>					199841.13
<b>PART-C (NON-SCH. ITEM)</b>					
1	Repairing old surface & painting with Matt Finish i/c. filling of joints and cracks with fine finishing including all respect labour, as directed by the Engineer Incharge etc. complete.	% Sft	963.37		
2	Supplying & fixing fiber glass tank of approved quality and design and wall thickness as specified i/c. cost of nutes bolts and fixing in platform of cement concrete 1:3:6 and making connections for inlet & outlet & over flow pipes etc. complete. 600 gallons capacity.	Each	1.00		
3	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	5.00		
4	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
5	P/F Wash Basin with Pedestal & necessary fittings making holes and repairing with cement mortar approved quality etc. complete in all respect. (Imported Portal make)	Each	2.00		
6	S/F Wash Basin Mixture of superior quality with CP head 3/4" dia (Imported Make)	Each	2.00		

CHECKED

**SCHEDULE - B**

S.No	Description	Unit	Quantity	Rate	Amount
7	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	1.00		
8	Providing and fixing uPVC Pipe 3/4" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	PRH	177.37		
9	Providing and fixing uPVC Pipe Fitting & Fixture 3/4" dia.				
	a) Union	Each	5.00		
	b) Tee	Each	6.00		
	c) Elbow	Each	18.00		
	d) Handle Valve	Each	5.00		
	e) Ball Valve	Each	2.00		
	f) Non Return Valve	Each	2.00		
<b>TOTAL OF PART-C</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
**(ASSISTANT ENGINEER)**  
 Provincial Buildings Sub-Division-I  
 Karachi  


# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Deputy Secretary Flat No.06 at GOR Bath Island Karachi (Tile of Bath Room).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,98,600/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Divisional Accounts Officer

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Provincial Buildings Division No. I  
 Executive Engineer Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Provincial Buildings Division No. 1,  
 Executive Engineer/Procuring Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Provincial Buildings Division No. 1,  
Executive Engineer/Procuring Agency  
Karachi.

**SCHEDULE 'B' ATTACHED**

## SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCHEDULE ITEM)</b>					
1	Dismantling of glazed or encaustic tiles. (S.I-55/13)	%Sft	634.31	786.50	4988.87
	<b>CHECKED</b>				
	<b>TOTAL</b>				4988.87
	Add: % Above				
	<b>TOTAL OF PART-A</b>				
<b>PART-B (NON-SCH. ITEM)</b>					
1	P and laying Fancy Type Glazed Imported tiles size 18" x 18" x 3/8" thick as approved size specified approved quality / make / design and colour including laying with bond solution sand mortar including jointing in white cement including washing of tiles and filling of joints with slurry of white cement in desired shape with finishing including cutting of tiles to proper profile i/c. all respect labour and necessary required material as directed by the Engineer Incharge etc. complete.	%Sft	634.31		
2	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
3	P/F wash basin approved quality etc. complete in all respect. (Imported) as per directed by Engineer Incharge.	Each	3.00		
4	S/F Wash Basin Mixture of superior quality with CP head 1/2" dia (Clever make)	Each	3.00		
5	S/F Muslim Shower with double bib cock approved quality etc. complete. (Imported make)	Each	3.00		
6	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	3.00		
7	P/F tee stop cock of superior quality with CP head 1/2" dia (Imported make)	Each	9.00		
8	P/F floor trap jali 6"x6" size double sheeted as approved colour, make & design matching with Existing Ties & fixing with fine finishing and proper slope etc.complete.	Each	3.00		

## SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
9	P/F Bath Accessories Imported make as approved quality etc. complete. (Imported make)	Each	3.00		
10	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	1.00		
11	P/F Indian WC i/c. flushing cistern and also etc. complete in all respect.	Each	1.00		
12	Providing and fixing uPVC pipe 4" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Each	15.00		
13	P/F uPVC Pipe Fitting 4" dia, uPVC Plain Bend approved quality etc. complete.	Each	3.00		
14	P/F uPVC Pipe Fitting 4" dia, uPVC Plain tee approved quality etc. complete.	Each	3.00		
15	Providing and fixing uPVC pipe 1/2" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Each	36.00		
16	Providing and fixing cPVC pipe 1/2" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Each	42.00		
<b>TOTAL OF PART-B</b>					
<b>GRAND TOTAL</b>					

TERMS AND CONDITION

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
 (ASSISTANT ENGINEER)  
 Provincial Buildings Sub-Division-I  
 Karachi

(6)

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Deputy Secretary Flat No.53 at GOR Bath Island Karachi.
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,97,900/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

### **Conditions of Contract**

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

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

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

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

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

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

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

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

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
**Divisional Accounts Officer**

  
Executive Engineer,  
Executive Engineer/Procuring Agency,  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.



**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineering Division Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**SCHEDULE BY ATTACHED**

**SCHEDULE - B**

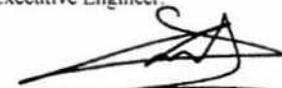
S.No	Description	Unit	Quantity	Rate	Amount
<b>SCHEDULE ITEMS</b>					
<b>PART-A CIVIL WORKS</b>					
1	Supplying & fixing fiber glass tank of approved quality and design and wall thickness as specified i/c. cost of nuts bolts and fixing in plateform of cement concrete 1:3:6 and making connections for inlet & outlet & over flow pipes etc. complete. (c) 500 gallons wall thickness 4.5mm (S.I-III3(c)/21)	Each	2.00	37505.42	75010.84
2	Supplying & fixing 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-23/19)	Each	3.00	10322.40	30967.20
3	P/F Muslim Shower with double bib cock etc. complete (S.I. 19/19)	Each	2.00	3432.00	6864.00
<b>TOTAL</b>					<b>112842.04</b>
Add : % above					
<b>TOTAL OF PART-A</b>					
<b>PART-B</b>					
1	First class deodar wood wrought, joinery in doors and windows etc., fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (b) 1-3/4" thick. (S.I-7(b)/58)(1273.76(-)370.83=902.93 (Only Shutter)	Sft	56.00	902.93	50564.08
<b>TOTAL OF PART-B</b>					<b>50564.08</b>
<b>PART-C (NON-SCH. ITEM)</b>					
1	P/F uPVC pipe 3" dia of Pak, Arab make of approved quality on wall with plant i/c. clamps paid separately this rate i/c. making joint with uPVC fitting by using approved pest solution (AGM) etc., complete.	P Rft	182.25		
2	Repairing of Almirah i/c replenment of shalves , locks, handles, drwas, & polishing etc complete as per directed by Engineer Incharge.	P Sft	140.00		

S.No	Description	Unit	Quantity	Rate	Amount
3	Repair of aluminum sliding window i/c. change of rubber pulley around the window shutter also i/c. change of sliding wheel best quality with fine finishing i/c. removing & refilling with all cost of labour and necessary required material as directed by the Engineer Incharge etc. complete.	Each	8.00		
4	S/F Wash Basin Mixture of superior quality with CP head 3/4" dia (Imported Make)	Each	6.00		
5	P/F Wash Basin with Pedestal & necessary fittings making holes and repairing with cement mortar approved quality etc. complete in all respect. (Imported Portal make)	Each	6.00		
6	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	8.00		
7	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
8	Repair of Wooden Door Shutter i/c. cutting of wooden piece also i/c. change of hinges & handles with nails & screws etc. also removing.	Each	8.00		
9	French Polishing of doors & Windows floor work etc. i/c. preparing surface & polishing by using Indian Lakhdana Sprit pigment i.e. lacquer sealer tarpene oil etc. as directed by the Engineer Incharge.	Sft	40.00		
<b>TOTAL OF NON SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
 (ASSISTANT ENGINEER)  
 Provincial Buildings Sub-Division-I  
 Karachi

(7)

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT  
PROCUREMENT OF WORKS  
*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works S/R to Assistant Flat No.8 at GOR-I Bath Island Karachi.
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,98,000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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.

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

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

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

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
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- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
**Divisional Accounts Officer**

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procurement Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Buildings Division  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Bidding/Procuring Agency  
Karachi.

**SCHEDULE 'B' ATTACHED**

(18)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Over Head Tank at GOR-I Bath Island Karachi (Plaster, Masonry, Color & C.C Topping).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.5,00,000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I  
Karachi.

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- (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.

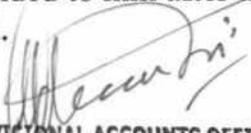
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Divisional Accounts Officer

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

### 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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer, Division No 1  
 Provincial Engineering Procurement Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Special Bidding Division No. 1,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE "B" ATTACHED

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works S/R to Oyster Tower Flat No.2/II at Clifton Karachi.

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.8,62,600/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## Conditions of Contract

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

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

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

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

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

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

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

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

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

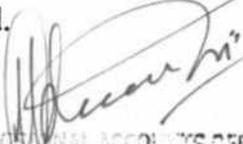
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. 1  
Karachi.

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procuring Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procurement Agency  
Karachi.

SCHEDULE B ATTACHED

SCHEDULE-B

S.No	Description	Unit	Quantity	Rate	Amount
<b><u>PART-A (SCHEDULE ITEM)</u></b>					
1	Scraping ordinary distemper oil bound distemper or paint on walls. (S.I-54(b)/13)	%Sft	5379.44	226.88	12204.87
2	Distemping. (b) Two Coat. (S.I-24(b)/54)	%Sft	1855.21	1043.90	19366.54
TOTAL					31571.41
Add: % Above					
TOTAL OF PART-A					
<b><u>PART-B (W/S &amp; S/W)</u></b>					
1	Supplying & fixing 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-23/19)	Each	3.00	10322.40	30967.20
TOTAL					30967.20
Add: %					
TOTAL OF PART -B					
TOTAL OF SCH-ITEM					
<b><u>PART - C.</u></b>					
<b><u>NON-SCHEDULE ITEM</u></b>					
1	filling of joints and cracks with fine finishing including all respect labour, as directed by the Engineer Incharge etc. complete.	Sft	3524.24		
2	Making and fixing wooden kitchen cabinet with shutters of Lasani wood sheet 3/4" thick frame work of first class deodar wood 2" x 1" pasted with classic Formica and 18" deep including necessary hinges catcher handle sliding wheels in draws nails / screws etc. with approved design and shape. The cost also includes necessary tools and plants to be used in making etc. complete as directed by the Engineer Incharge etc. complete.	Sft	151.25		

S.No	Description	Unit	Quantity	Rate	Amount
3	Providing and fixing marble top 3/4" thick as approved colour make and design including making edges with round shape and chemical polishing including the cost of material labour wastage and cartage etc. complete.	sft	64.00		
4	Providing and fixing fiber glass tank 600 gallons capacity making cement concrete plate from over roof with cement concrete 1:2:4 curing and finishing etc complete.	Each	1.00		
5	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	3.00		
6	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	3.00		
7	Supplying & Fixing Water heater (Geyser 30-gallons) capacity best quality of singer make i/c. cartage etc. complete.	Each	1.00		
8	Providing and fixing turbo in size vave tech or as approved quality fire burner with double door / Shutter including all cost of labour material cartage and fixing charges in all respect.	Each	1.00		
9	Repair of aluminum sliding window i/c. change of rubber pulley around the window shutter also i/c. change of sliding wheel best quality with fine finishing i/c. removing & refilling with all cost of labour and necessary required material as directed by the Engineer Incharge etc. complete.	Each	15.00		
10	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	18.00		

S.No	Description	Unit	Quantity	Rate	Amount
11	French Polish of doors & windows i/c. scrapping with scrape machine & preparing surface & polishing by sing Indian Lakha dana sprit pigment i/c. using compressor machine for applying licker seater tar pine oil etc. complete as directed by Engineer Incharge.	Sft	397.92		
<b>TOTAL OF NON-SCHEDULE</b>					
<b>GRAND TOTAL</b>					

TERMS AND CONDITION

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC. Sindh Karachi.
- 2 Arbitration clause stands deleted from the agreement.
- 3 No. premium shall be paid on a Non Schedule Items.
- 4 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 5 No any items of excavated then the Quality Provided ia the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
 (ASSISTANT ENGINEER)  
 Provincial Buildings Sub-Division-I  
 Karachi

(EXECUTIVE ENGINEER)  
 Provincial Buildings Division-I  
 Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works S/R to Assistant Flat No.2 at GOR-I Bath Island Karachi.
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,93,400/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
**Divisional Accounts Officer**  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. I,  
**Executive Engineer/Procuring Agency**  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer, Procuring Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE B ATTACHED

## SCHEDULE-B

S.No	Description	Unit	Quantity	Rate	Amount
<b>SCHEDULE ITEMS</b>					
<b>PART-A (CIVIL WORKS)</b>					
1	Dismantling of glazed or encaustic tiles (S.NO.55/13)	%Sft	749.72	786.50	5896.55
2	Scraping ordinary distemper oil bound distemper on walls(S.I.NO.54-b/13)	%Sft	2330.13	226.88	5286.61
3	Distemping two coats (S.I.NO.24-b/P-54)	%Sft	589.72	1043.90	6156.09
4	Painting old surface & Painting of doors & windows any type (s.i.No. 4-c/68).	%Sft	272.40	1160.06	3160.00
					<b>20499.35</b>
	Add				<b>% Above</b>
					<b>TOTAL-A</b>
<b>PART-B</b>					
1	Providing and fixing 6"x2" or 6"x3" C.I floor trap of the approved self cleaning design with a C.I screwed down gritting with or without a vent arm complete with and including making requisite number of holes in walls plinth and floor for pipe connections and making good in C.C. 1.2.4.(S.I.20/6)	Each	2.00	2042.43	4084.86
2	P/F 22"x16" lavatory basin in white glazed earthen ware complete with & i/c the cost of W1 or C1 cantilever brackets 6 inches built into walls painted white in 2 coats after a primary coat of red lead paint a pair of 1/2" rubber plug & chrome brass waste of approved pattern 1-1/4" dia malleable iron of cp brass unions and making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1.2.4 (foreign or equaling) (S.I.13/4).	Each	1.00	6237.00	6237.00
3	P/F squatting type white glazed earthen ware w.c pan with i/c the cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in walls plinth & floor for pipe connection & making good in cement concrete 1.2.4 (A) WC Pan of not less than 23" clear opening between flushing rims and 3 gallons flushing tank with 4" dia CI tripe.(S.I.1A/1)	Each	1.00	5044.60	5044.60
4	S/F long bib cock of superior quality with cp head 1/2" dia (S.I.13-a/19)	Each	3.00	1109.46	3328.38
5	Supplying and fixing fiber glass tank of approved quality and design and wall thickness as specified including cost of nut bolts and fixing in plate form of cement concrete 1.3.6. and making connections for in let outlet and over flow inlet outlet flow pipes etc complete 500-gallons capacity(S.I.NO. 3-b/21)	Each	1.00	37505.42	37505.42
					<b>56200.26</b>
	Add				<b>% Above</b>
					<b>TOTAL-B</b>
<b>PART-C</b>					
1	First class deodar wood wrought joinery in doors and windows etc fixed in position including chowkats hold fasts hinges, iron tower bolts chocks cleats handles and cords with hooks etc deodar paneled or paneled and glazed or fully glazed (b)1-3/4" thick(S.I.NO.7-b/58).(1273/76(-)370/83=902/93 (Only Shutter).	%Sft	79.25	902.93	71557.20

S & R to Assistant Flat No. 2, at GOR Bath Island Karachi.

**SCHEDULE-B**

S.No	Description	Unit	Quantity	Rate	Amount
2	S/F in position Aluminum channel framing for sliding windows ventilator of alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen I/c handle stoppers & locking arrangement etc, complete (s.i.No. 84-a/108).(Delux model (white).	Sft	79.50	1592.69	126618.86
3	Providing and fixing deodar Almirah 9" - 12" depth including boxing with back shelves, shutters brass fittings complete. (S.I-23/61)	Sft	36.00	1778.50	64026.00
<b>CHECKED</b>					
<b>TOTAL - C</b>					<b>262202.06</b>
<b>(NON-SCH. ITEMS)</b>					
1	Preparing old surface & painting with Matt finish i/c scrapping filling of joints and cracks with fine finishing including all respect labor, as directed by the Engineer Incharge etc complete.	Sft	1740.42		
2	Making and fixing wooden kitchen cabinet with shutters of lasani wood sheet ¾" thick frame work of first class deodar wood 2"x1" pasted with classic Formica and 18" deep including necessary hinges catcher handle sliding wheels in draws nails /screws etc with approved design and shape. The cost also includes necessary tools and plants to be used in making etc complete as directed by the engineer Incharge etc complete.	Sft	31.50		
3	Providing and fixing marble top ¾" thick as approved colour make and design including making edges with round shape and chemical polishing including the cost of material labor Westgate and cartage etc	Sft	18.00		
4	S/F of Steel Sink Bowl as approved shape &size fixing with existing marble top etc complete	Each	1.00		
5	Supplying & Fixing sink mixture cock of superior quality with c.p head etc. complete.	Each	1.00		
6	P/f marble top gas burner approved quality as directd by the Engineer Incharge.	Each	1.00		
7	Supplying & Fixing Water heater (Geyser 30-gallons) capacity best quality of singer make i/c cartage etc complete.	Each	1.00		
<b>TOTAL OF NON-SCHEDULE</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 Arbitration clause stands deleted from the agreement.
- 3 No. premium shall be paid on a Non Schedule Items.
- 4 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 5 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)



(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)

Provincial Buildings Division-I  
Karachi

(2)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to New Secretary Flat No.7 at GOR Bath Island Karachi.

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.9,99,900/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I  
Karachi.

  
Executive Engineer,  
Provincial Buildings/Procuring Agency  
Karachi.

**Contractor**

### 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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Provincial Buildings Division No. 1,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineering Procurement Agency  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Biddings Division No. 1,  
Karachi.

**SCHEDULE B ATTACHED**

M & R to New Secretary Flat No. 7, at GOR Bath Island Karachi.

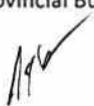
SCHEDULE-B

S.No	Description	Unit	Quantity	Rate	Amount
<b>SCHEDULE ITEM</b>					
1	Providing and fixing deodar wooden wardrobe including boxing with back shelves shutters drawers and brass fitting such as handles locking arrangement, hanger rod shoe rod and mirror measuring 2' x 1' complete as per approved design. (S.I-24/61)	Sft	422.86	2364.63	999902.00
<b>TOTAL</b>					999902.00
<b>GRAND TOTAL</b>					999902.00

**TERMS AND CONDITION**

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- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
**(ASSISTANT ENGINEER)**  
 Provincial Buildings Sub-Division-I  
 Karachi  


**(EXECUTIVE ENGINEER)**  
 Provincial Buildings Division-I  
 Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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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.

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10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Deputy Secretary Flat No.36 at GOR-I Bath Island Karachi (Bath Room Work, Color etc).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.7,50,000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

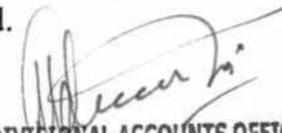
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.  
**Divisional Accounts Officer**

**Contractor**

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Principal Building Division Agency  
 Executive Engineer's Office  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE B ATTACHED

## SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCHEDULE ITEM)</b>					
1	Dismantling of glazed or encaustic tiles. (S.I-55/13)	%Sft	634.31	786.50	4988.87
2	Scraping ordinary distemper Oil bound Distemper or paint on walls. (S.I-54(b)/13)	%Sft	6318.91	226.88	14336.34
3	Distemping. (b) Two Coat. (S.I-24(b)/54)	%Sft	1550.47	1043.90	16185.32
4	Painting old surfaces. (c) Painting doors and windows any type (ii) Each Subsequent Coat. (S.I-4(c)(i)(ii)/68)	%Sft	604.89	1160.06	7017.09
<b>TOTAL</b>					<b>42527.61</b>
<b>Add: % Above</b>					
<b>TOTAL OF PART-A</b>					
<b>PART-B</b>					
1	First class deodar wood wrought, joinery in doors and windows etc., fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (b) 1-3/4" thick. (S.I-7(b)/58)(1273.76(-)370.83=902.93 (Only Shutter)	Sft	19.50	902.93	17607.14
<b>TOTAL OF PART-B</b>					<b>17607.14</b>
<b>PART-C (NON-SCH. ITEM)</b>					
1	Repairing old surface & painting with Matt Finish i/c. filling of joints and cracks with fine finishing including all respect labour, as directed by the Engineer Incharge etc. complete.	Sft	4768.44		
2	P and laying Fancy Type Glazed Imported tiles size 18" x 18" x 3/8" thick as approved size specified approved quality / make / design and colour including laying with bond solution sand mortar including jointing in white cement including washing of tiles and filling of joints with slurry of white cement in desired shape with finishing including cutting of tiles to proper profile i/c. all respect labour and necessary required material as directed by the Engineer Incharge etc. complete.	Sft	634.31		

## SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
3	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
4	P/F wash basin approved quality etc. complete in all respect. (Imported) as per directed by Engineer Incharge.	Each	3.00		
5	S/F Wash Basin Mixture of superior quality with CP head 1/2" dia (Clever make)	Each	3.00		
6	S/F Muslim Shower with double bib cock approved quality etc. complete. (Imported make)	Each	3.00		
7	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	3.00		
8	P/F tee stop cock of superior quality with CP head 1/2" dia (Imported make)	Each	9.00		
9	P/F floor trap jali 6"x6" size double sheeted as approved colour, make & design matching with Existing Ties & fixing with fine finishing and proper slope etc.complete.	Each	3.00		
10	P/F Bath Accessories Imported make as approved quality etc. complete. (Imported make)	Each	3.00		
11	Supplying and fixing Fancy Handle door locks as approved quality imported etc. complete.	Each	1.00		
12	P/F Indian WC i/c. flushing cistern and also etc. complete in all respect.	Each	1.00		
13	Providing and fixing uPVC pipe 4" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Each	15.00		
14	P/F uPVC Pipe Fitting 4" dia, uPVC Plain Bend approved quality etc. complete.	Each	3.00		
15	P/F uPVC Pipe Fitting 4" dia, uPVC Plain tee approved quality etc. complete.	Each	3.00		

**SCHEDULE - B**

S.No	Description	Unit	Quantity	Rate	Amount
16	Providing and fixing uPVC pipe 1/2" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Each	25.00		
17	Providing and fixing cPVC pipe 1/2" dia including cutting making and jointing with switch pest with special approved quality including all cost of labour as directed by the Engineer Incharge etc. complete.	Each	37.00		
<b>TOTAL OF PART-C</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 3 No. premium shall be paid on a Non Schedule Items.
- 4 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 5 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 6 All sample of items should be got approved by the Executive Engineer.

(CONTRECOR)

  
(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)  
Provincial Buildings Division-I  
Karachi

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Deputy Secretary Flat No.24 & 26 at GOR Bath Island Karachi (Flat No.26).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.5,00,000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## Conditions of Contract

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

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

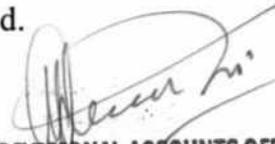
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. 5  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. 5  
Karachi.

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Technical Engineering Division,  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Engineering Agency  
Karachi.

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.

**SCHEDULE B ATTACHED**

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

Contractor

  
Executive Engineer,  
Provincial Buildings Division,  
Executive Engineer, Procuring Agency  
Karachi.

M & R to Deputy Secretary Flat No. 24 & 26, at GOR Bath Island Karachi.( Flat No. 26)

SCHEDULE-B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART -A (SCH-ITEM)</b>					
1	Supplying & fixing 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-23/19)	Each	3.00	10322.40	30967.00
2	P/F Muslim Shower with double bib cock etc. complete (S.I. 19/19)	Each	3.00	3432.00	10296.00
3	Supplying & fixing fiber glass tank of approved quality and design and wall thickness as specified i/c. cost of nutes bolts and fixing in platform of cement concrete 1:3:6 and making connections for inlet & outlet & over flow pipes etc. complete. (c) 500 gallons wall thickness 4.5mm (S.I-III3(c)/21)	Each	3.00	37505.42	112516.00
	<b>TOTAL</b>				153779.00
	Add, % above				
	<b>TOTAL -A</b>				
<b>PART -B (SCH-ITEM)</b>					
1	Supplying & fixing G.I. frames / Chowkats of size 7" x 2" or 4-1/2" x 3" for windows using 20 gauge G.I. Sheet i/c. welded hinges and fixing at site with necessary holds fasts, filing with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c. all carriage, tools and plants used in making and fixing. (S.I-28/93)	Each	17.50	240.50	4209.00
	<b>TOTAL</b>				4209.00
	Add, % above				
	<b>TOTAL -B</b>				
<b>PART- C (SCH-ITEM)</b>					
1	Supplying & fixing in position Aluminum channels framing for hinged doors or Acop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c. handles, stoppers etc. (b) Deluxe model (Bronze). (S.I-83(b)/108)	P Sft	17.08	1507.66	25743.00
2	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (White). (S.I-84(a)/108)	P Sft	32.00	1592.69	50966.00
3	First class deodar wood wrought, joinery in doors and windows etc., fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (b) 1-3/4" thick. (S.I-7(b)/58)(1273.76(-)370.83=902.93 (Only Shutter)	P Sft	17.07	902.93	15413.00
	<b>TOTAL -C</b>				92127.00
	<b>TOTAL OF SCH-ITEM</b>				292113.00

**CHECKED**

**M & R to Deputy Secretary Flat No. 24 & 26, at GOR Bath Island Karachi.( Flat No. 26)**

**SCHEDULE-B**

S.No	Description	Unit	Quantity	Rate	Amount
<b>NON-SCHEDULE ITEM</b>					
1	Providing and fixing turbo in size vave tech or as approved quality fire burner with double door / Shutter including all cost of labour material cartage and fixing charges in all respect.	Each	1.00		
2	P/F Wash Basin with Pedestal & necessary fittings making holes and repairing with cement mortor approved quality etc. complete in all respect. (Imported Portal make)	Each	3.00		
3	S/F Wash Basin Mixture of superior quality with CP head 3/4" dia (Imported Make)	Each	3.00		
4	S/F Bath Shower Set with shower necessary fittings, coated complete in all respect (Claver make)	Each	3.00		
5	S/F long bib cock of superior quality with CP head 1/2" dia (Imported make)	Each	3.00		
6	S/F CP Brass concealed T-Stop Cock of Superior quality with crystal head 1/2" dia	Each	9.00		
7	Providing and fixing 2.50" x 3.50" beveled edge mirror of Belgium glass complete with 1/8" thick hard board and C.P. Screws fixed to wooden gola etc. complete.	Each	3.00		
8	Repairing windows edges with 1: 2: 4 ratio mortar required size 6" to 8" width i/c cost of removing of old damage windows i/c all cost of material labour of floor of building as per directed by Engineer incharge etc complete.	Each	1.00		
<b>TOTAL NON-SCH. ITEM</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)

  
**(ASSISTANT ENGINEER)**  
 Provincial Buildings Sub-Division-I  
 Karachi  
*11/6*

24

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Deputy Secretary Flat No.34 at GOR-I Bath Island Karachi (Aluminum Windows, Doors Kitchen).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.4,77,400/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## Conditions of Contract

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

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

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

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

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

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

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

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

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

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

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

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

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

**Clause -6: Specifications.** The contractor shall execute the whole and every part of the work in the most substantial and 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.

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- (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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. 1,  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division,  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer Division No. A  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer Procuring Agency  
Karachi.

SCHEDULE 'B' ATTACHED

## SCHEDULE - B

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCHEDULE ITEM)</b>					
1	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (White). (S.I-84(a)/108)	PSft	248.00	1592.69	394987.12
<b>TOTAL OF PART-A</b>					394987.12
<b>PART-B (NON-SCH. ITEM)</b>					
1	Making and fixing wooden kitchen cabinet with shutters of Lasani wood sheet 3/4" thick frame work of first class deodar wood 2" x 1" pasted with classic Formica and 18" deep including necessary hinges catcher handle sliding wheels in draws nails / screws etc. with approved design and shape. The cost also includes necessary tools and plants to be used in making etc. complete as directed by the Engineer Incharge etc. complete.	PSft	60.20		
2	Providing and fixing marble top 3/4" thick as approved colour make and design including making edges with round shape and chemical polishing including the cost of material labour wastage and cartage etc. complete.	PSft	42.00		
3	P/F Stainless Steel Sink Double Bowl Approved quality necessary fittings i/c. fixed in marble top fitting with cement mortor & curing etc. complete.	Each	1.00		
4	Supplying & Fixing sink mixture cock of superior quality with c.p head etc. complete.	Each	1.00		
<b>TOTAL OF PART-B</b>					
<b>GRAND TOTAL</b>					

**TERMS AND CONDITION**

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRECOR)

  
(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)  
Provincial Buildings Division-I  
Karachi

# SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT  
PROCUREMENT OF WORKS  
(For Contracts Costing up to Rs 2.5 MILLION)

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

- (a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.
- (b). Brief Description of Works M/R to Day to Day Complaint at SJC Karachi (Taps Pipes, Beading, Doors & Plaster).
- (c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.
- (d). Estimated Cost:- Rs.5,00,000/-
- (e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):-60 days (Not more than sixty days).
- (g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%
- (i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M
- (j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address
- (k). Time for Completion from written order of commence:-Two Months
- (l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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.

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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.
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- (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, or 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Divisional Accounts Officer

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**BILL OF QUANTITIES**

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

Item No	Quantity	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

(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
<b>(SCHEDULE "B" ATTACHED)</b>					

Total (B) in words & figures:

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineering Procurement Agency  
Karachi.

SCHEDULE 'B' ATTACHED

26

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

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

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

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Room No.4, Circuit House-II Karachi (Colours, Doors & Almirah).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.4,96,200/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.1,000/- (Rupees= One Thousand) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

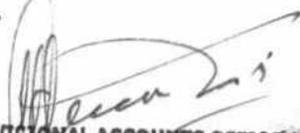
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division Officer  
Karachi.

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

**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,  
 Executive Engineer/Procurement Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
 Executive Engineer,  
 Executive Engineer/Procuring Agency  
 Provincial Buildings Division No. 1,  
 Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE 'B' ATTACHED

**SCHEDULE - B**

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH. ITEMS)</b>					
1	Scraping ordinary distemper Oil bound Distemper or paint on walls. (S.I-Distemping. (b) Two Coat. (S.I-24(b)/54)	%Sft	600.00	786.50	4719.00
2		%Sft	224.00	1043.90	2338.34
				<b>TOTAL</b>	<b>7057.34</b>
				Add: % Above	
				<b>TOTAL OF PART-A</b>	
<b>PART-B</b>					
1	Supplying & fixing iron steel grill using solid sq. bars of size 1/2" placed at 4" i/c. and frame of flat iron patti of 3/4" x 3/4" i/c. circle shape at 1-0 apart equivalent fitted with screws are pins i/c, painting 3 coats with first coat of red oxide paint etc. (S.I-30/94)	Sft	48.00	194.16	9319.68
				<b>TOTAL</b>	<b>9319.68</b>
				Add: % Above	
				<b>TOTAL OF PART-B</b>	
<b>PART-C</b>					
1	Providing and fixing deodar Almirah 9" - 12" depth including boxing with back shelves, shutters brass fittings complete. (S.I-23/61)	Sft	76.00	2364.63	179711.88
2	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (White). (S.I-84(a)/108)	Sft	48.00	1592.69	76449.12
3	Supplying & fixing in position Aluminum channels framing for hinged doors or Acop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c. handles, stoppers etc. (b) Deluxe model (Bronze). (S.I-83(b)/108)	Sft	24.50	1507.66	36937.67
				<b>TOTAL OF PART-C</b>	<b>293098.67</b>
<b>PART-D (NON-SCH. ITEM)</b>					
1	Repairing old surface & painting with Matt Finish i/c. filling of joints and cracks with fine finishing including all respect labour, as directed by the Engineer Incharge etc. complete.	Sft	600.00		
2	Providing and fixing fiber glass tank 400 gallons capacity making cement concrete plate from over roof with cement concrete 1:2:4 curing and finishing etc complete.	Each	1.00		
3	Providing and fixing English commode imported set couple set as approved quality make and design including with matching colour with existing tiles colour including three gallon flushing tank with p Trap and waste pipe including finishing curing etc. complete.	Each	2.00		
4	S/F Shower Mixture Set with SS rain shower necessary fitting coated complete in all respect (Imported make)	Each	2.00		
5	S/F Fancy door locks as approved quality imported etc. complete.	Each	4.00		
				<b>TOTAL OF NON-SCH. ITEM</b>	
				<b>GRAND TOTAL</b>	

**TERMS AND CONDITION**

- Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- No. premium shall be paid on a Non Schedule Items.
- 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- All sample of items should be got approved by the Executive Engineer.

(CONTRECOR)

(ASSISTANT ENGINEER)  
Provincial Buildings Sub-Division-I  
Karachi

(EXECUTIVE ENGINEER)  
Provincial Buildings Division-I  
Karachi

(2)

# **SPPRA BIDDING DOCUMENT**

## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Secretary Bungalow No.03 Town Houses GOR-III Karachi (Coloring & Painting Fiber Shade, Laying Roof Slab, Wood Works, Tile Works, Water Supply etc).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.9,00,000/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## 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.

## BIDDING DATA

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

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(b). Brief Description of Works M/R to Secretary Bungalow No.03 Town Houses GOR-III Karachi (Coloring & Painting Fiber Shade, Laying Roof Slab, Wood Works, Tile Works, Water Supply etc).

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(d). Estimated Cost:- Rs.9,00,000/-

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(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

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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.

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  - (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.

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**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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
Karachi.

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Buildings Division No. I,  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer/Procuring Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer/Procurement Agency  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Karachi.

SCHEDULE "B" ATTACHED

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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

## **Instructions to Bidders/ Procuring Agencies.**

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

## BIDDING DATA

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

(a). Name of Procuring Agency Executive Engineer, Provincial Buildings Division No.I Karachi.

(b). Brief Description of Works M/R to Deputy Secretary & Additional Secretary (Garage Work) at GOR Bath Island Karachi (19, 20, 21, 22, 23, & 24).

(c). Procuring Agency's address: - Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi.

(d). Estimated Cost:- Rs.9,99,400/-

(e). Amount of Bid Security:- 2% of the Bid (2% of the Bid amount will be converted into performance guarantee after successful bidding). (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-60 days (Not more than sixty days).

(g). Security Deposit: -(including bid security) :-10% (2% performance guarantee and 8% will be deducted in running payment). (in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :-Income Tax 7.50%

(i). Deadline for Submission of Bids along with time:-16-03-2018 @ 1:00 P.M

(j). Venue, Time, and Date of Bid Opening:-16-03-2018 @ 1:30 P.M above Address

(k). Time for Completion from written order of commence:-Two Months

(l). Liquidity damages:-NIL (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount: (in words and figures) Rs.2,500/- (Rupees= Two Thousand & Five Hundred) Only

(Executive Engineer/Authority issuing bidding document).

  
Executive Engineer,  
Provincial Buildings Division No. I,  
Karachi.

## Conditions of Contract

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

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

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

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

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

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

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

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

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

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

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

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

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

**Clause -6: Specifications.** The contractor shall execute the whole and every part of the work in the most substantial and 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.

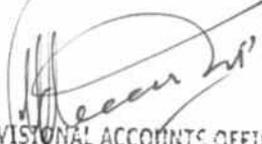
**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the 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 ACCOUNTS OFFICER,  
Provincial Buildings Division No. I,  
**Divisional Accounts Officer**  
Karachi.

  
Executive Engineer,  
Provincial Buildings Division No. I,  
**Executive Engineer/Procuring Agency**  
Karachi.

**Contractor**

**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
<b>(SCHEDULE "B" ATTACHED)</b>					

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,  
 Executive Engineer Procurement Agency  
 Karachi.

**(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
<b>(SCHEDULE "B" ATTACHED)</b>					

**Total (B) in words & figures:**

Contractor

  
Executive Engineer,  
Executive Engineer/Procuring Agency  
Provincial Engineering Department  
Karachi.

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

  
Executive Engineer,  
Executive Engineer/Procurement Agency  
Karachi.

SCHEDULE B ATTACHED

M & R to Deputy Secretary & Additional Secretary (Garage Works) at GOR Bath Island Karachi  
Karachi. (19,20,21,22,23,24)

(Colouring, Painting, Bath Room Renovation & Pipe Fitting)

**SCHEDULE-B**

S.No	Description	Unit	Quantity	Rate	Amount
<b>PART-A (SCH-ITEM)</b>					
1	Dismantling Cement Concrete Plain 1:2:4. (S.I-19(c)/10)	%Cft	52.92	3327.50	1760.91
2	Providing and laying 1:3:6 Cement concrete solid Block Masonry wall above 6" and below in thickness set in 1:6 cement mortar in ground floor Super Structure including raking out joints & curring etc. complete. (S.I-24/19)	%Cft	821.76	15771.01	129600.61
3	Cement plaster 1:6 upto 12' height. (b) 1/2" thick (S.I-13(b)/52)	%Sft	2357.82	2206.60	52027.66
4	Cement Plaster 1:4 upto 12' height. (d) 3/4" thick (only for block masonry). (S.I-11(d)/52)	%Sft	2357.82	3191.76	75255.96
5	Distempering. (b) Two Coat. (S.I-24(b)/54)	%Sft	2221.66	1043.90	23191.93
6	Painting old surfaces. (c) Painting doors and windows any type (ii) Each Subsequent Coat. (S.I-4(c)(i)(ii)/68)	%Sft	502.14	1160.06	5825.13
	<b>TOTAL</b>				<b>287662.19</b>
	Add % Above				
	<b>TOTAL -A</b>				
<b>PART-B</b>					
1	Supplying & fixing G.I. frames / Chowkats of size 7" x 2" or 4-1/2" x 3" for windows using 20 gauge G.I. Sheet i/c. welded hinges and fixing at site with necessary holds fasts, filing with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c. all carriage, tools and plants used in making and fixing. (S.I-28/93)	Rft	201.00	240.50	48340.50
2	Supplying & fixing iron steel grill using solid sq. bars of size 1/2" placed at 4" i/c. and frame of flat iron patti of 3/4" x 3/4" i/c. circle shape at 1-0 apart equivalent fitted with screws are pins i/c, painting 3 coats with first coat of red oxide paint etc. (S.I-30/94)	Sft	94.50	194.16	18348.12
	<b>TOTAL</b>				<b>66688.62</b>
	Add % Above				
	<b>TOTAL -B</b>				
<b>PART-C</b>					
1	Providing and laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and pattern of Stile specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, clearing and cost of wax polish etc. complete including cutting tiles to proper profile. (S.I-60/47)	%Sft	995.01		

S.No	Description	Unit	Quantity	Rate	Amount
2	First class deodar wood wrought, joinery in doors and windows etc., fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (b) 1-3/4" thick. (S.I-7(b)/58)(1273.76(-)370.83=902.93 (Only Shutter)	Rft	203.82		
3	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c. handles stoppers & locking arrangement etc. complete. (a) Deluxe Model (Bronze). (S.I-84(b)/108)	Sft	72.00		
	<b>TOTAL -C</b>				
	<b>GRAND TOTAL</b>				

**TERMS AND CONDITION**

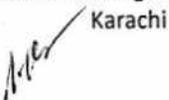
- 1 Any typographical errors in the schedule B are subject to the correction with reference to the Schedule of rate General 2012 enforced from 12-07-2012 as approved by the SRC, Sindh Karachi.
- 2 No. premium shall be paid on a Non Schedule Items.
- 3 100% well Graded crushed Bajri shall be used in items of work without any extra payment.
- 4 No any items of excavated then the Quality Provided in the Schedule B without Prior of the Executive Engineer.
- 5 All sample of items should be got approved by the Executive Engineer.

(CONTRACTOR)



(ASSISTANT ENGINEER)

Provincial Buildings Sub-Division-I  
Karachi



(EXECUTIVE ENGINEER)

Provincial Buildings Division-I  
Karachi