

SPPRA BIDDING DOCUMENT



KARACHI WATER & SEWERAGE BOARD

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts Costing upto Rs.2.5 million)

Sr. # 18913

I.D No. _____

**NAME OF WORK: REPLACEMENT OF OLD/UNSERVICABLE
WATER SUPPLY SYSTEM AND WATER PUMP
ROOM AT SEWAGE TREATMENT PLANT -II
STAFF COLONY.**

✓
13/10/02
DDC (CB)

RECORD DIARY
NO. _____
DATE: _____

KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER CIVIL E&M-SEWAGE
Behind Block "A" 9th mile Karsaz Shakra-e-Faisal, KARACHI

No: EE/CIVIL/E&M-SEW WORKS/NIT/ 2014/ 66

Dated: 11.02.2014

The Deputy Director (A&F),
SPPRA,
Block-8, 4-A sind secretariat,
Karachi.

SUBJECT:- PUBLICATION OF NOTICE INVITING TENDER ON SPPRA WEBSITE
www.pprasindh.gov.pk.

I am enclosing here with, pay order No. 6099116 dated: 12.02.2014 of Rs.2000/= issued from Bank Al Habib DHA Phase IV Branch Karachi, along with copy of notice inviting tender/Press cutting for hoisting SPPRA website of following work.

1412

S.NO	DESCRIPTION OF WORK	ESTIMATED COST	TIME LIMIT FOR COMPLETION OF WORK	TENDER COST IN RUPEES	DATE OF OPENING OF TENDER
1-	REPLACEMENT OF OLD / UNSERVICABLE WATER SUPPLY SYSTEM AND WATER PUMP ROOM AT SEWAGE TREATMENT PLANT-II STAFF COLONY".	17,38,075/-	10 days	1000/-	28.02.2014


Encl: 1- Copy of NIT for upload.
2-Copy of Press cutting of News paper
3-Bidding documents


EXECUTIVE ENGINEER CIVIL
E&M-SEW K.W& SB

7/5/14
13/2

BIDDING DATA

1.	Name of procuring Agency	CIVIL E&M-SEW KW&SB
2	Brief Description of work	<i>Replacement of Old/Unservicable water supply system and water pump room at sewage treatment plant-II staff colony.</i>
3	Procuring Agency address	Behind Block "A" 9 th mile Karsaz Shahr-e-Faisal, Karachi
4	Estimate Cost	Rs.17,38,075/-/-
5	Amount of Bid security	Rs.34,770/-
6	Period of Bid validity	180 days
7	Security Deposit Including Bid security	@2% of Billed amount
8	Venue, time and date of Bid Opening	The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender box kept in the office of the C.E(IP&D) at Block "E" 9 th mile Karsaz, Karachi on 28.02.2014 at 2.30 pm by Tender Opening Committee.
9	Deadline for submission of Bid with time.	28.02.2014 at 2.00 pm
10	Time for completion.	10 days
11	Liquidity damages	0.5% of Bid cost per day of delay
12	Bid issued to Firm	M/s. _____ _____
13	Deposit Receipt No and date	
14	Tender Cost	Rs.1000/-


 EXECUTIVE ENGINEER
 CIVIL E&M-SEW KW&SB

AUTHORITY ISSUING BIDDING DOCUMENTS



KARACHI WATER AND SWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER (Civil) E&M-Sew

BILL OF QUANTITY

NAME OF WORK: REPLACEMENT OF OLD / UNSERVICEABLE WATER SUPPLY SYSTEM AND WATER PUMP ROOM AT SEWAGE TREATMENT PLANT-II, STAFF COLONY.

S. #	Description of Work	Qty	Rate Rs	Per	Total (Rs)
1.	Dismantling cement concrete plain 1:2:4	826 Cft		%Cft	
2	Dismantling cement concrete reinforced separating reinfor cement from concrete cleaning and straightening the same.	656.25 Cft		%Cft	
3.	Excavation for Pipe line in trenches and pits in wet soils cly or mud including trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by engineer in-charge, providing fence guards, lights, flags, temporary crossing for non vehicular traffic where ever required lift up to 5'ft and lead up to one chain 0' to 5'	3061.87 Cft		%0 Cft	
4.	Excavation in foundation, of building bridges and other structures including dag belling dressing, refilling around structure with excavated earth watering and ramming lead up to 5' ft In ordinary soil	1212Cft		%0Cft	
5.	Cement concrete brick or stone blast 1 ^{1/2} " to 2" gauge. Ratio 1:4:8	248 Cft		% Cft	
6.	Providing and laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickens set in 1:6 cement mortar in ground floor super structure including racking out joints & curing etc.	882 Cft		% Cft	
7.	Providing and laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickens set in 1:6 cement mortar in ground floor super structure including racking out joints & curing etc.	1094.63Cft		% Cft	
8.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of form moulds. Lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle. Ratio (1:2:4) 90 Lbs cement 2Cft Sand 4 Cft Shingle 1/8" to 1/4" gauge.	989.25 Cft		P/ Cft	
9.	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cos of binding wire .	44.16 Cwt		P/Cwt	
10.	Cement Plaster 1:4 up to 12' height 1/2" thick	2902.25Sft		% Sft	
11.	Precast reinforcement C.C in column, beam, lentel, stair case, shelves etc	13.60 Cft		P/Cft	
12	P/L 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels. 2" thick	2098 Sft		% Sft	

S. #	Description of Work	Qty	Rate Rs	Per	Total (Rs)
13.	Providing, Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 BS 3580 & PSI 3051. (PN-10) 110mm (4" dia) 90mm (3" dia)	450 Rft 275 Rft		P/Rft P/Rft	
14.	Providing & laying UPVC pipe class D fixing in trench i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 122 meter or 400 ft 25mm (1" Dia) 19mm (¾" Dia)	855 Rft 1560 Rft		P/Rft P/Rft	
15	C.I sluice valve heavy pattern (test pressure 21.0 com or 300 lbs/sq. inch imported) 3" dia 4" dia	04 Nos. 03 Nos.		Each Each	
16	Providing & Fixing M.S Bend fabricated with ¼" thick M.S plate having an outer length and total weight. 3" dia (3.571 Kg) 4" dia (6.340 Kg)	12 Nos. 08 Nos.		Each Each	
17	Providing & Fixing Split Collar 9" wide on A.C Pipe fabricated with ¼" thick M.S plate weight as mentioned against each item. i/c the cost of 4 Nos. ¼" thick flange, nuts & bolts, rubber packing, labour and sealing material etc complete. 3" dia (7.77 Kg) 4" dia (8.68 Kg) 18" dia (21.40 Kg)	04 Nos. 02 Nos. 01 No		Each Each Each	
18	Providing & Fixing MS Flange made of MS plate having a thickness and total weight as mentioned against each item i/c the cost of making holes, facing welding, nuts, bolts, rubber packing, white lead, fitter cartage etc complete. 4" dia (2.424 kg) 3" dia (2.020 kg)	24 Nos. 26 Nos.		Each Each	
19	Providing & Fixing 0'-9" long 3/8" thick MS neck to existing MS pipe or to a split collar tee, i/c the cost of fabrication and welding to the split collar tee. 4" dai (6.665 kg)	01 No		Each	
20	Fixing of sluice valve 2.c.i tail peace one end flange & other socket i/c nuts and bolts etc 3" dia 4" dia	04 Nos. 03 Nos.		Each Each	
21	Elbow UPVC fitting per each equivalent make 1" dia Class E ¾" dia Class E	06 Nos. 04 Nos.		Each Each	
22	Tee UPVC Class E 1" dia ¾" dia	06 Nos. 48Nos.		Each Each	
23	Supply & Fixing Fiber ank of approved quality and design and wall thickness as specification i/c cost of nut, bolts and fixing plate from c.c 1;3:6 etc (5 mm thick)	01 No		Each	

S. #	Description of Work	Qty	Rate Rs	Per	Total (Rs)
24	Full hire charges of pumping set per day inclusive of wages of driver and assistant fuel electric energy plats etc at lower depth with suction and delivering pipes for pumping out water found at various depth from trenches i/c the cost of erection and dismantling after completion of the job of above set of 10 HP pumping out water (ii) from 10' deep trench.	20 Days		P/day	
25	Construction of C.C block masonry chamber 4x4x4 with 24x24 C.I cover & frame weight 65 kgs fixed on RCC 1:2:4 slab 6" thick with steel 1/2" dia main bars 6" c/c 1/8" dia 8" c/c distribution bars 6" thick C.C 1:3:6 block masonry wall set 1:6 cm 6" thick 1:4:8 in foundation 2" thick C.C 1:2:4 flooring 1/2" thick C.P 1:6 to all inside wall surface 1'-0" deep upto roof slab i/c cost rest 5/8" dia bars every 2'-0" deep curing, excavation, dewatering and refilling etc complete	07 Nos.		Each	
Total Amount (Rs.)					


Executive Engineer (Civil)
E&M-Sew KW&SB

I / we hereby quoted Rs: _____ for execution of above mentioned work and bind to comply the rules of KW&SB.

Signature of Contractor / with name of the firm
Address _____
Contact No. _____

کراچی واٹر اینڈ سیوریج بورڈ



دفتر ایگزیکٹو انجینئر سول E&M سیوریج
عقب بلاک "A" نوان میل کارساز شاہراہ فیصل کراچی
نوٹس طلبی ٹینڈر بتدریجہ پریس
CSR/آفر ریٹ بنیادوں پر

روزنامہ نوائے وقت
8-2-2014

سرپرست ریٹرز کیپوزٹ ٹینڈر روشن (CSR) / آفرز میں بنیادوں پر بڈریج شاعت پریس SPPRA
2010 کے سیکشن 17(2)(3) کے تحت درج ذیل کام کے لئے سیکل ایچ سیکل آئی کے بنیادوں پر
خواہشمند ٹیکیداران آفرز سے مطلوب ہیں۔
2.5 ملین سے کم

1	کام کا نام	بدل کاری پرانا / ناکارہ نظام ٹرائی آب واٹر پمپ روم بمقام سیوریج ٹریٹمنٹ پلانٹ -11- سٹاف کالونی
2	قیمتی لاگت	17,38,075 روپے
3	ٹیکیدار کی اہلیت	(1) حامل پمپ ٹیس نمبر (کاپی منسلک ہو) (II) ایک سالہ تعلقہ کام کا تجربہ (III) ٹرن اوور اسٹیٹمنٹ
4	پولی کی سیکورٹی	(A) درجہ چارج پریس 2% آفرز میں برائے 34770 ٹیکل ہے آرڈر / بیک گارنٹی نمبر ٹینڈر ٹیک آف پاکستان جن KW&SB ٹینڈر کے ہمراہ لانا ہو بصورت دیگر ٹینڈر ٹیکس اور سروسز دہانہ کیے جائیں گے
5	اجراء	دستاویزات تاریخ اشاعت سے 14-2-27 تک منسلک ہوئی سیکورٹی / ٹینڈر ٹیکس (5% ٹیکل داہنی) کی ادائیگی پر جاری کی جائیں گی یا SPPRA کی ویب سائٹ سے ڈاؤن لوڈ کر لی جائیں
5	جائے اجراء	دفتر اکاؤنٹس انٹر (ریویو) KW&SB بمقام آفس بمقام ٹیکل منزل اولہ KBICA ٹیکسی بلاک عقب سوک سیوریج ٹیکشن اقبال بلاک 4 کراچی جی 149 بیج تک تمام ایام کار میں ماسوائے تاریخ کشائی / اگتالی کی ویب سائٹ سے ڈاؤن لوڈ کر لے جائیں یا SPPRA کی ویب سائٹ سے
6	ٹینڈر ٹیکس	1000 روپے قابل ادائیگی ٹیکل ہے آرڈر میں KW&SB
7	کام کا عملی نمبر	10
8	داخل کرنا	آخری تاریخ 14-2-28 کو دوپہر 02 بجے تک
9	تاریخ وقت وصولی / کشائی	14-2-28 کو دوپہر 02:30 بجے
10	پولی کی کارآمدی	180 ایام
11	جائے کشائی	ٹینڈر کشائی ٹیکس بمقام چیف انجینئر KW&SB (IP&D) بلاک E نوان میل کارساز شاہراہ فیصل کراچی میں ہوگی۔
12	شرائط و ضوابط	درج ذیل صورتوں میں پولیاں / ٹینڈر سروسز دہانہ جائیں گی (I) مشورہ یا ٹیکل کرنا / ٹینڈر (II) پولیاں جو پولی سیکورٹی یا درکارم کے بغیر ہوں (III) پولیاں جو سروسز تاریخ اور وقت کے بعد وصول ہوں (IV) یا پھر سروسز
13	سروسز ٹینڈر	دوبارہ داخل / جاری / کشا ہوں گے

نوٹس:

- ☆ پروکوریگ ایجنسی SPPRA 2010 کی متعلقہ شیڈول کے تحت تمام یا کوئی پولی منظور یا سروسز
کرنے کا حق محفوظ رکھی ہے۔
- ☆ ٹینڈر SPPRA کی ویب سائٹ www.pprasinhd.gov.pk سے بھی ڈاؤن لوڈ کر کے
جاسکتے ہیں۔
- ☆ اگر تاریخ وقت کشائی اور داخل کرانے کے روز ان چاہے حالات پیدا ہو جائیں یا حکومت سرکاری
تفطیل کا اعلان کرے تو ٹینڈر کی کشائی اور داخل کرانا گئے یوم کار میں ہی جامہ اور وقت پر ہوگا۔
- ☆ ٹینڈر کشائی کے روز کوئی ٹینڈر جاری نہیں کیا جائے گا۔

کراچی واٹر اینڈ سیوریج بورڈ

KWSB/DPR/2014/24

INF-KRY/355/14

The Nation

KARACHI WATER AND SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER CIVIL E&M-SEWAGE Behind Block "A" 9th mile Karsaz Shakra-e-Faisal, Karachi.

NOTICE FOR INVITING TENDER THROUGH PRESS

Scaled Tender on composit Schedule of Rates (CSR)/offer rates basis through press publication under rule 17 (2) (3) in terms of SPPRA 2010. Single stage single envelope for the work mentioned below from interested contractors/firms.

1. Name of Work	REPLACEMENT OF OLD UNSERVICABLE WATER SUPPLY SYSTEM AND WATER PUMP ROOM AT SEWAGE TREATMENT PLANT-II STAFF COLONY.
2. Estimated cost	Rs. 17,38,075/-
3. Eligibility of Contractor	i) Having National Tax No. (Copy) may be attached) ii) One year relevant work experience. iii) Turn Over statement.
4. Bid Security	i). Earnest Money @02% offer rates for Rs. 34,770/- in shape of pay order/Bank Guarantee from any scheduled Bank of Pakistan in the favour of KW&SB must be accompanied with the tender otherwise the tenders shall be treated as invalid and rejected.
5. Issuance, Bidding/Tender Documents	Documents will be issued/downloaded from the date of Hoisting on SPPRA Website/publication to 27.02.2014 on attached Bid security/payment of tender fees (non refundable).
6. Place of Issuance.	Office of the Account Officer (Revenue), KW&SB Head Office, at 1st Floor Old KBCA Annexy Building, Behind Civic Centre, Gulshan-e-Iqbal, Block 44, Karachi, from 9:00 am to 1:00 pm on all working days except date of opening/downloaded from Authority's Website or can be down loaded through SPPRA's website.
7. Tender Fee	Rs. 1000/= Non-Refundable in shape of pay order in favour of KW&SB.
8. Time limit for Completion of work	10 Days
9. Submission.	Last date will be 28.02.2014 at 2.00 pm
10. Date & Time receiving/ Opening of Tenders.	28.02.2014 at 2.30 pm.
11. Bid Validity	180 days
12. Place of opening.	Tender will be opened by the Tender Opening Committee at the Office of the Chief Engineer (Pl&D) KW&SB, Block "E" Mile Karsaz Shakra-e-Faisal, Karachi.
13. Terms & Condition.	Under following conditions Bid/tender will be rejected. i) Conditional and telegraphic bid/tender. ii) Bids not accompanied by bid security of required amount. iii) Bids received after specified date and time. iv) Black listed firms.
14. Un-responded tender.	Will be again issued/submitted/opened.

Notice

The Procuring agency reserve the right to accept or reject any or all bids as per relevant provision of SPPRA-2010
Tender can be downloaded from SPPRA Website www.pprasindh.gov.pk.
In case of undesirable circumstances on submission of opening date/time or if any Government declare the Holiday the tender shall be submitted/opened on next working day at same time and venue.
No tender shall be issued on the date of opening of tender.

KARACHI WATER & SEWERAGE BOARD
KWSB/DPR/2014/24

ڪراچي واٽر اينڊ سيوريڊ بورڊ
آفيس آف ڊي ايگزيڪيوٽو انجنيئر سول E&M سيوريڊ
پويان بلاڪ 9. A ميل ڪارساز شاهراهه فيصل ڪراچي

پريس وسيلي تي بندر گھراڻي جو نوٽيس

(CSR) / آفريٽ بنياد تي

مھربندي ڪندي ڪمپوزٽ شيڊيول آف ريس (CSR) / آفريٽ بنياد تي پريس اشاعت وسيلي
انڊر رول 17(2)(3) تحت SPPRA 2010 تحت سنگل اسٽيج سنگل انٽرلوپ تي هيٺين
ڪمن واسطي خواهشمند ليڪيڊارن / فرمن کان گھراڻي ٿا

1	ڪم جو نالو	پراڻي / غير مزمت جوڳي واٽر سيلام سسٽم جي تبديلي ۽ واٽر پمپ رومز آف سيوريڊ ٽريٽمينٽ پلانٽ II اسٽال ڪالوني
2	تخمينو	Rs.17,38,075/-
3	ٽيڪنيڊارن جي اھليت	i. انيشنل ٽيڪس نمبر (ڪاپي شامل ڪجي) ii. لاڳاپيل ڪم جو هڪ سال جو تجربو iii. ٽن لوور اسٽيٽمينٽ
4	واڪ سيڪيورٽي	i) بيانو 2% آفريٽ جو پراڻو 34,770 بصورت پي آرڊر / بينڪ گارنٽي ڪنهن به شيڊيول بينڪ آف پاڪستان وٽان بحق KW & SB ٽينڊر سان ضرور شامل هجي پي بصورت ۾ ٽينڊر انويٽڊ سمجهيا ويندا ۽ رد ڪيا ويندا
5	اھراء واڪ / ٽينڊر ڪاغذات	ڪاغذات جاري ڪيا / ڊاٽون لوڊ ڪري سگھيا SPPRA ويب سائٽ تي رڪن واري تاريخ / اشاعت کان 27.02.2014 تائين واڪ سيڪيورٽي / ٽينڊر فيس (ٺهه ورڻ جوڳي) جي ادائگي تي
6	اھراء جو هنڌ	آفيس آف ڊي اڪائونٽ آفيسر (روينيو) KW & SB هيڊ آفيس ايٽ 1 مارچ 2014 تائين ڪم ڪري سگھبو پويان سوڪ سينٽر گلشن اقبال بلاڪ 4 ڪراچي ۾ 9.00 کان 1.00 وڳي منجھند تائين سمورن ڪم واري ڏينھن دوران سواءِ ٽينڊر ڪلڻ واري ڏينھن جي اٺارتي جي ويب سائٽ تان ڊاٽون لوڊ ٿيل يا SPPRA جي ويب سائٽ تان ڊاٽون ڪري سگھجن ٿا.
7	ٽينڊر في	1000/- ورڻ جوڳي بصورت پي آرڊر بحق KW & SB
8	ڪم جي تڪميل جو مندو	10 ڏينھن
9	جمع ڪرائڻ	آخري تاريخ 28.02.2014 تي 2.00 وڳي تائين
10	ٽينڊرن جي وصولي / ڪلڻ جي تاريخ ۽ وقت	28.02.2014 تي 2.30 وڳي
11	واڪ موٽر هوندا	180 ڏينھن لاءِ
12	ڪلڻ جو هنڌ	ٽينڊر ڪوليا ويندا ٽينڊر اوپننگ ڪاميٽي پاران آفيس آف ڊي چيف انجنيئر KW & SB (IP & D) بلاڪ 9 E ميل ڪارساز شاهراهه فيصل ڪراچي ۾
13	شرطن ۽ ضابطا	هيٺين شرطن تي واڪ / ٽينڊر رد ڪيا ويندا i. مشروط ۽ ٽيلڪرافڪ ٽينڊر واڪ ii. واڪ بنا گھريل سيڪيورٽي رقم وارا واڪ iii. مقرر تاريخ ۽ وقت بعد ملندڙ واڪ iv. بائڪ لسٽ ٿيل فرمون
14	غير موصول ٽينڊر	ٻيهر جاري ٿيندا / جمع ٿيندا / ڪوليا ويندا

نوٽيس
پروڪيورنگ ايجنسي ڪو به يا سمورا واڪ SPPRA 2010 جي لاڳاپيل شقن
مطابق قبول يا رد ڪرڻ جو حق رکي ٿي
ٽينڊر SPPRA ويب سائٽ www.pprasindh.gov.pk تان ڊاٽون لوڊ
ڪري سگھجن ٿا.
ٽينڊر ڪلڻ واري ڏينھن / وقت تي ان وقتندڙ صورتحال جي نتيجي ۾ يا ڪنھن
سرڪاري تعطيل جي صورت ۾ ٽينڊر ايندڙ ڪم واري ڏينھن تي جمع ڪرائبا /
ڪوليا ويندا ساڳي وقت ۽ وقت مطابق
ڪو به ٽينڊر ٽينڊر ڪلڻ واري تاريخ تي جاري ر ڪيو ويندو

STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS
(For Contracts Costing upto Rs 2.5 MILLION)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit prices or 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 Bidding Data.

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

1. **Notice Inviting Tender/ Invitation for Bid:** 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:** It 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. **Right of Rejection;** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of PPRA Rules.

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. **Measurements:** All works shall be measured by standard instruments according to the rules.

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

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

9. **Eligibility criteria:** 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 security:** Bid without bid security of required amount and prescribed form shall be rejected.

11. **Arithmetical errors:** 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.

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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



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

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

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

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

Clause – 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the commencement order, 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 bears 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 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: Subcontracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

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



Clause – 18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.


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

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

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


Divisional Accountant

Contractor


Executive Engineer/Procuring Agency

