# STANDRD BIDDING DOCUMENT FOR

## PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work Improvement /Extension of Public Library in Sindh

At Lal Shahbaz Government Library Schwan Sharif

(E.L. Work).

02. Name of Contractor:

M/S

03. Tender Amount

Rs. 2,00,000/-

04. Earnest Money

Rs. 4,000/-

05. Tender Fee

Rs. 500/-

06. Completion Period:

02 Months

07. D.R No. & Date

D.R No. , Dated:

EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

## 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 Liviting 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 invitation to tender or in the time

Contractor

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No prieted 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.

- 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 brained 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.

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### **BIDDING DATA**

This section should be filled in Documents).	by the Eligineen Procuring Agency before issuance	e or the
a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyd	<u>lerabad.</u>
(b). Brief Description of Works:	Improvement /Extension of Public Library in Shahbaz Government Library Sehwan Sharif (E.I.	Sindh A Work).
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderab	ad.
(d). Estimated Cost:	<u>Rs. 2,00,000/-</u>	
(e). Amount of Bid Security:	2% (Rs. 4.000/-)	
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).	·.
(g).Security Deposit:-(including b	id Security): 6% (Rs. 12,000/-)	
(h). Percenta ze, if any, to be dedu	cted from bills: 4% (Rs. 8,000/-)	
(i). Deadline for Submission of B	ids along with time: 67.05.201 up to 2.00 PM	
(j). Venue, Time, and Date of Bid	Opening: G.O.R Colony, 07.05.2015 at 2:30	<u>PM</u>
(k). Time for Completion from w	ritten order of Commence: Two Months.	

(0.05%

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(l). Liquidity damages: \_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

#### 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 measure nents of or payment for work.

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

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

#### Clause - 3: Termination of the Contract.

- Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions (A) exits:-
  - (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;
- The Executive Engineer/Procuring Agency has power to adopt any of the following courses **(E)** as may deem fit:
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) (i)
  - to finalize the work by measuring the work done by the contractor. (ii)
- In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:
  - no claim to compensation for any loss sustained by him by reason of his having purchased or (i) 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,
  - however, the contractor can claim for the work done at site duly certified by the (ii) 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 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

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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 contactor 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.

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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 he 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-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 reither 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.

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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 each 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 Hyderabad

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#### **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
			!		ł [
<del></del>					
	<u> </u>			1	

Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Part-B			
Part-C			
Part-D			
		Grand Total:	

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Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
<u> </u>	2	3	4	5	6
		1			-
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Total (B) in words & figures:

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### SUMMARY OF BILL QUANTITIES

Cost of Bid .

Amount

- 1. (A) Cos: 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 Hyderabad



## Improvement / Extension of of Public Library in Sindh at Lal Shahbaz Govt: Library Sehwan Sharief (E.I Work) SCHEDULE-B

S.N.	Name of Item.	Quantity:	Unite	Rate	Amount
	-A Schedule Item	atractitity.			- Anticontribution of the
•	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or column as recuired.(SIN:124,P-15)	35	P.Point	1,130.00	39,550
	Column as reculred.(Onv. 124,F* 10)	(Rs.	One Thousd: on	e Hundred: thirty	) only
		-		•	•
2	Wiring for plug point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or column as required.(SIN:126,P-15)	12	P.Point	985.00	11,820
			(Rs.Nine Hun	d: Eighty five) only	/
3	Providing & laying (Main or Sub Main ) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit reccessed in the wall or column as required. (SIN:10,P-2)	260	P.MTR	222.00	57,720
			(Rs.Two Hund	: twenty two ) on	ly
4	Providing & laying (Main or Sub Main ) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (SIN:11,P-2)	110	P.MTR	252.00	27,720
			(Rs.Two Hun	d: fifty two ) only	,
			(		•
5		8	P.Nos	916.00	7,328
	(SIN:203,P-31)		(Rs.Nine H	und: Sixteen ) on	у
	Deviden & Sides and way SD 10/1 Samp switch flush				
6	Providing & fixing one way SP 10/1 5amp switch flush type (SIN:218,P-33)	35	P.Nos	58.00	2,030
	typo (omizioni co)		(Rs fifty l	Eight Rupess ) only	
7	Providing & f xing two pin 5amp plug & socket flush	8	P.Nos	83.00	664
<b>'</b>	type.(SIN:225,P-33)		(Rs Eightv	three Rupess ) onl	y
			(in cigiti)	/ y y y y y y	r
	Providing & fixing Bakelite ceiling rose with two	e	D Nos	72.00	576
8	terminals ((SIN:228,P-33)	8	P.Nos		910
			(Rs Se	venty two) only	
9	Providing & fixing Brass battern holder.(SIN:232,P-33)	22	P.Nos	70.00	1,540
			(KS	Seventy) only	

#### Page 2 of 3

**SCHEDULE-B** 

	SCHEDU	<u> ILE-B</u>			
S.N	Name of Item.	Quanti	fy Unite	Rate	Amount
10	Providing & fixing Brass ceiling fan 56" (good quality) (SIN:235,P-34)	7 (Rs	P.Nos Three Thousd: C	3,185.00 One Hund: Eighty	22,295
		•			,,
11	Providing & fixing ammeters size 96/96mm Direct 15A,30A,60A & 100A as required & as per instruction of EI (SIN:284.P-41)	1	P.Nos	1,054.00 sd: Fifty four )	1,054
			(NS ONE THOUS	sa. Hity loar )	only
12	Providing & fixing voltmeter size 96/96mm 500volt as required & as per instruction of EI (SIN:285,P-41)	1	P.Nos (Rs Nine Hund	999.00 d: ninty Nine ) c	999 <b>only</b>
			Total Amoun	nt Part-A	173,296
	Part-B Non-Schedule Item.				
1	P/F A.C or D.C electric bell 200/250 volts 70mm.	6	Each		
2	P/F flush type electric bell push button.	6	Each		
3	Fixing of A.C.Ceiling fan regulator on metal board recessed in the walls or coloumns and covered with.	7	Each		
4	P/F mild steel bar fan clamps 15.8mm (5/8") dia suitable for RCC roof.	7	Each		
5	P/F Distribution board double shutter,accommodation.	1.00	P.Sft		
6	Errection of ceiling fans I/c wiring of down rod with 1/1.13(3/0.29) PVC wiring fixing of regulator blade canopy and as required.	6	Each		

#### Page 3 of 3

#### SCHEDULE-B

S.N	Name of Item.	Quantity	Unite Rate Amount
7	P/F 1x40 waits tube light complete with 40 watts 4'.0 long ros, chock,starter and patty with philips components I/c necessaty electric connection and fixing .	12	Each
8	P/F Energy server 24 watts.	25	Each
			Total Amount Part-B
			Total Amount Part-A
		Total	I Amount Part-A+Part-B

#### **TERMS & CONDITIONS.**

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

(CONTRACTOR)

ASSISTANT ENGINEER
PROVINCIAL BUILDINGS SUB-DIVISION
DADU

EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

# STANDED BIDDING DOCUMENT

## FOR PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

M & R to Lal Shahbaz Open Air Theater Sehwan

	Sharif, (Stage).	
02. Name of Contractor:	M/S	<del></del> :
03. Tender Amount :	Rs. <u>10,00,000/-</u>	
04. Earnest Money :	Rs. 20,090/-	

05. Tender Fee Rs. 2500/-

01. Name of Work

06. Completion Period: 02 Months

07. D.R No. & Date D.R No.

> EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

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- 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 brained 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.

Contractor

## **BIDDING DATA**

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

Documen(s).	. — Engineering Agency before issuance of the Biddi
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.
(b). Brief Description of Works:	M & R to Lal Shahbaz Open Air Theater Sehwan Sharif, (Stage).
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.
(d). Estimated Cost:	Rs. 10,00,000/-
(c). Amount of Bid Security:	2% (Rs. 20,000/-)
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).
(g). Security Deposit:-(including bi	d Security): 10% (Rs. 100.000/-)
(h). Percentage, if any, to be deduce	eted from bills: 8% (Rs. 80,000/-)
(i). Deadline for Submission of Bio	Is along with time: <u>07.05.2015 up to 2.00 PM</u>
(j). Venue, Time, and Date of Bid	Opening: G.O.R Colony, 07.05,2015 at 2:30 PM
(k). Time for Completion from wr	itten order of Commence: <u>02 Months.</u>
(l). Liquidity damages:	(0.05%
(m). Depos t Receipt No: Date: Amou	ut: (in words and figures)

Contractor

#### 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 measure nents 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 exits:
  - 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:
  - 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.

Contractor

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 specific trion 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 teast once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the exprry 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.

Contractor

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 contarctor 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.

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 crise 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.

Contractor

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 abendonment 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.

#### Claus: - 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.

Contractor

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 eash 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 Hyderabad

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 Rupecs
	2	3	4	5	6
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Rates Quoted is as under:

Part-A	Amount of Schedule' B	Amount of Premium	Total
Port-B			<u></u>
Part-C			
Part-D			
		Grand Total:	·

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
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Total (B) in words & figures:

Contractor

#### SUMMARY OF BILL 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 o: Bid (c) = Total (A) + Total (B)

Contractor

## M/R To Lal Shahbaz Open Air Theater at Sehwan Sharif (Stage)



[ <del></del>	ABSTRAC	T				
Sr. No	Name of Item.	Que	ntity	Rate	Unit	Amount.
	Part "A" Civil Work i.Schedule Items	-				
1	Pacca brick work in Ground Floor in (e) Cement sand mortor 1:6 (SINO, 5(e) P-20)	l 150	Cft	12674.36	5 % Cft	19,012
		(Rs.	Twelve	19,012		
				Ps: thirty s		
2	Cement plaster 1:6 upto 20' height (b) 1 (0" 45:-1, (0 x x)					
_	Cement plaster 1:6 upto 20' height (b) 1/2" thick. (S.I.No. 13(b) P-51)		Sft	2206.60		14,343
	•	(Rs. Two thosd: two hund: six &				
		Ps: Sixty ) only				
3	Cement plaster 1:4 upto 20' height (a) 3/8" thick. (S.I.No.	650	Sft	2197.52	9/ 06	14.004
	11(a) P-51)			: One hund:		14,284
			n & Ps:			
					,	
4	Scraping ordinary distemper, oil bound distemper or	3135	Sft	226.88	% Sft	7,113
	paint on walls (SINO.54(b)P-14)	(Rs. T	wo hund:	twenty six	å Ps:	,,110
				eight) only		
5	Prena ring the ourfood & mainting with a set of the set					
J	Preparing the surface & painting with matt finish paint of approved make to old matt finish surface. (SINO.37 (a)	3135	Sft	2499.76		78,367
	P-55)	(Rs. Two thosd: four hund: ninty nine & Ps: seventy six) only				
		nine	a PS: Se	eventy six) o	nly	
6	Painting New surface and painting of door and windows	335	Sft	1489.68	0/ Oft	4.000
	any type 3 coats, coat (SINO 5/a) D 77)	•		four hund:		4,990
			& Ps: Si			
				Total	Rs.	138,109
İ	ii.Non-Schedule Items.					
1	Supply and fixing of Decorative False Ceiling made of imported Gypsum sheet 12mm thick fixed with M.S. Suspension & Decorative Glass (First Quality)	1325	Sft		P.Sft	
	· · ·		-	G.Total	Do.	<u> </u>
				G. 10tal	Rs.	

#### **TERMS & CONDITIONS.**

- No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajrl used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

(CONTRACTOR)

ASSISTANT ENGINEER
PROVINCIAL BUILDINGS SUB-DIVISION
DADU

EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

# STANDRD BIDDING DOCUMENT

## FOR PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of	Work
-------------	------

M&R to Shams-ul-Ulama Dawood Pota Library

(Library / Office Colouring & Civil Work).

02. Name of Contractor:

M/S

03. Tender Amount

Rs. 10,00,000/-

04. Earnest Money

Rs. 20,000/-

05. Tender Fee

Rs. 2500/-

06. Completion Period:

02 Months

07. D.R No. & Date

D.R No. , Dated:

> EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

#### 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 Condit ons 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 (N!T)/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

Contractor

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 rearned 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 brained 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.

Contractor

### **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 Hyderabad.					
(b). Brief Description of Works:	M&R to Shams-ul-Ulama Dawood Pota (Library / Office Colouring & Civil Work)	<u>Library,</u>				
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.					
(d). Estimated Cost:	Rs. 10,00,000/-					
(e). Amount of Bid Security:	2% (Rs. 20,000/-)					
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).					
(g).Security Deposit:-(including b	id Security): 10% (Rs. 100,000/-)					
(h). Percentage, if any, to be dedu	cted from bills: 8% (Rs. 80,000/-)	٠.				
(i). Deadline for Submission of Bi	ds along with time: <u>07.052015 up to 2.00 PM</u>					
(j). Venue, Time, and Date of Bid	Opening: G.O.R Colony, <b>07</b> .0 <b>5</b> .2015 at 2:30 PM					
(k). Time for Completion from wr	ritten order of Commence: 02 Months.					
(l). Liquidity damages:	(0.05%					
(m). Deposit Receipt No: Date: Amou	unt: (in words and figures)					

Contractor

#### CONDITIONS OF CONTRACT

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

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

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day state 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 liquidate I 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 exits:-
  - (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;
- (E) 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)
  - (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.

Contractor

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possess on 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

Contractor

# 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 contactor 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.

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.

Contractor

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 abar donment 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.

Ciause - 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.

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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 Hyderabad

Contractor

# BILL OF QUANTITIES

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

<b>Item</b>	No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
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Rates Cluoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Port-B			
Part-C			<u> </u>
Part-D			
		Grand Total:	<u> </u>

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
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Total (8) in words & figures:

Contractor

# SUMMARY OF BILL QUANTITIES

Cost of Bid

Amount

- 1. (A) Cost based on Composite Schedule of Rates.
- 2. (8) Cost based on Non/Offered Schedule of Rates.

Total Cost of Bid (c) = Total (A) + Total (B)

Contractor



Name of Work:- M&R to Shams ul Ulema Dawood Pota Library (Library Office Colouring & Civil Work).

	& Civil Work ) Schedule (B).			
S.No:		Qty.	Rate Unit	Amount,
1	Dismantling C.C plain 1:2:4 (S,No: 19 P-10).	166	3327.50 % Cft Rs. Three thousand three hund Seven paisa fifty only.	5524
4	C.C plain i/c placing compacting finishing & curing complete (i/c screening & washing of stone aggregate without shuttering) ratio 1:2:4 (SI No:5(f) P-15)	244	14429.25 % Cft Rs. Fourteen thousand four hur twenty nine paisa twenty five on	
3	Removing cement or lime plaster. (S.No:53/P-12).	454	121 % Sft Rs. One hundred twenty one on	<b>549</b> ily.
4	Cement plaster 1:6 upto 12'ft: height 1/2" thick.(SI No:13(b) P-51)	454	2206.60 % Sft Rs. twenty two hundres six paissonly.	10018 a sixty
5	Cement plaster 1:4 upto 12'ft: height 3/8" thick.(SI No:11(a) P-51)	174	2197.52 % Sft Rs. twenty one hundred ninty se paisa fifty two only.	3824 even
6	Providing and laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and apttern 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 slaurry of white cement and pigment in desired shape with finishing, clearing and cost of wax polish etc. complete including cutting tiles to proper profile.	976	30509.77 % Sft Rs. Thirty thousand five hundred paisa seventy seven only.	297737 I nine
7	lst: class deodar wood wrought, joinery work in doors & windows etc, fixed in position i/c chowkats hold fasts, hinges iron tower bolts chocks, cleats, handles and cords with hooks etc. (Deodar panelled or panelled and glazed or fully glazed) (b) 1-3/4" thick (Only Shutter ) (SI No-7(h) P-57)	18	902.93 P.Sft Rs. Nine hundred two paisa ninty	16253 three.
8	(d) Galvanized wire gauze fixed to chowkats with 3/4" deodar stips and screws. (S.No:14(d)/P-60).	92	190.72 P.Sft Rs. One hundred ninty paisa sevi two only.	17546 enty
9	Glazing with panes (24 oz. To 26 oz.) using putty and deodar wooden 1st -class fillets. (S.No: 46/P-64).	20	163.90 P.Sft Rs. One hundred sixty three paist only.	<b>3278</b> a ninty
10	Scraping. (b) Ordinary distemper, oil bound distemper or paint on walls. (S.No:54(b)/P-12)	19165	226.88 % Sft Rs. Two hundred twenty six paisa eighty eight only.	43481 1
11	Distempering 02 coats	11815	1079.00 % Sft Rs. One thousand seventy nine o	127484 nly.

' S.No:	Description.	Qty.	Rate	Unit	A
12	Preparing the surface and painting with plastic emulsion	26515	1402.23		Amount.
	of approved make (Old surface.)			% Sft	371801
			Rs. One thousand four hundred two		
	2nd & subsequent coat.(S.No:41 A+B/P-56).		paisa twenty th	ree only,	
13	Painting old surfaces. ©Painting doors and windows any	3119	1160.06	% Sft	36182
	type. (ii)Each & subsequent coat.		Rs. Eleven hundred sixty paisa six only.		

# **TERMS & CONDITIONS.**

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand delted from the agreement.

# Contractor.

Assistant Engineer, Provincial Buildings Sub-Divn:Il-Hyderabad.

Executive Engineer,
Provincial Buildings Division,
Hyderabad.

968885

Total...

# STANDRD BIDDING DOCUMENT FOR

# PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

(4. Name of Work

M&R to Chief Engineer Building Office and Allied

offices Shahbaz Building Hyderabad.

02. Name of Contractor:

M/S

33. Tender Amount

Rs. 800,000/-

04. Earnest Money

Rs. 16,000/-

05: Tender Fee

Rs. 2500/-

06. Completion Period:

02 Months

07. D.R No. & Date :

D.R No. , Dated:

EXECUTIVE ENGINEER,

# 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 till 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

Contractor

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 busined 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.

Contractor

# **BIDDING DATA**

(This section should be filled in Documents).	by the Engineer/Procuring Agency before issuance of the Bidding				
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.				
(b). Brief Description of Works:	M&R to Chief Engineer Building Office and Allied offices Shahbaz Building Hyderabad.				
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.				
(d). Estimated Cost:	Rs. 800,000/-				
(e). Amount of Bid Security:	2% (Rs. 16,000/-)				
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).				
(g). Security Deposit:-(including bio	l Security): 10% (Rs. 80,000/-)				
(h). Percentage, if any, to be deducted from bills: 8% (Rs. 64,000/-)					
(i). Deadline for Submission of Bid	Is along with time: <u>b7</u> , <b>a4</b> 2015 up to 2.00 PM				
(j). Venue, Time, and Date of Bid Opening: G.O.R Colony, 67, 65, 2015 at 2:30 PM					
(k). Time for Completion from written order of Commence: <u>02 Months.</u>					
(l). Liquidity damages:	(0.05%				
(m). Deposit Receipt No: Date: Amount: (in words and figures)					

Contractor

# CONDITIONS OF CONTRACT

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

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

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

#### Clause - 3: Termination of the Contract.

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

Contractor

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.

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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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Contractor

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- (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 contarctor 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.

## Clauso-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.

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:

- 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.
- (E) 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 trise 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  $\varepsilon f$  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.

Contractor

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 canno: 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 ne ther 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.

Contractor

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 each 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 Hyderabad

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
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				<u> </u>	
1	1	ĺ			
					<u> </u>
		-			<u> </u>

Rates Cuoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Port-8			
Part-C			
Part-D			
		Grand Total:	

Contractor

ļ	Description of item to be executed at site	Rate	Unit	Rupees
2	3	4	5	6
		: 		
	2		2 3 4	

Total (B) in words & figures:

Contractor

# SUMMARY OF BILL 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

# M&R To Chief Engineer Buildings Office Shahbaz Building Hyderabad.

# Schedule - "B"

# Part - "A" Schedule Item

S. No	Name of Item	Qty	Rate	Unit	Amount
01	Removing Cement or lime plaster. (Si-53, P-13).	260.0 Sft	121 One hund; twenty one rup;	% Sft	315/-
02	Applying floating cost of cement 1/32"thick	260.0 Sft	660 Six hund: sity rup:	% Sft	1716/-
<b>0</b> 3	Cement plaster 1:6 up to 12' height (a) ½" thick. (Si-11(a), P-52).	260.0 Sft	2206.60 Two thou: two hund: six ru: sixty ps:	% Sft	5738/-
04	Cement plaster of 1:4 upto 20"height 3/8"thick	260.0 Sft	2197.52 Two thou: one hund: ninety seven rup: fifity two ps:	%.Sft	5714/-
05	S/F Wall Panel I/c supplies and making deodar wood 2 <sup>nd</sup> class frame work for partition walls. (Si-56, P-65).	424.0 Sft	31082.30 Thirty one thou: eighty two rup: thirty Ps	% Sft	131789/-
0 <u>é</u>	S/F Masonite, Bacolite celutex or card board sheets etc, in panels t/c supplying & making deodar wood 1 <sup>st</sup> class frame work for ceiling or partition. (Si-39, P-63).	119.0 Sft	42902.15 Forty two thou: nine hund: two rup: fifteen Ps	% Sft	51054/-
07	P/F Approved quality mortice lock. (Si-21, P-67).	6 Nos	1786.13 One thou: seven hund: eighty six rup: thirteen Ps	Each	10717/-
80	S/F False ceiling of plaster of Paris in panels I/c making framing work of the deodar wood I/c painting with solgia paint. (Si-52, P-64).	672.0 Sft	25293.42 Twenty five thou: two hund: ninety three rup: forty two Ps	% Sft	169972/-
09	S/F in position Aluminum channels framing for sliding windows & ventilators of Alcop made with 5 mm thick tinted glass glazing (Belgium) & Aluminum fly screen i/c handle stoppers & locking arrangement etc complete(b)Deluxe model(Bronze). (S.I.No;84(b)/p-108)	218.0 Sft	1674.09 One thou: six hund: seventy four rup: nine Ps	P. Sft	303119/-
10	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 (d) Galvanized wire gauze fixed to chowkhats with ¾" deodar strips and screws. (Si-14(d), P-60).	60.0 Sft	190.72 One hund: ninety rup: seventy two Ps	P. Sft	11443/-

	S. No	Name of Item	Qty	Rate	Unit	Amount
	11	Providing Anti – Termite treatment by spraying / sprinkling / spreading Heptachlor 0.5% emulsion as on overall preconstruction treatment in slab type construction under the slab and along attached perches or entrances etc, complete as per direction of Engineer. (Si-92, P-109).	1344.0 Sft	9.74 Nine rup: Seventy four Ps	P. Sft	13359/-
	12	Scraping ordinary distemper, oil bound distemper or paint on walls. (Si-54(b), P-14).	8643.0 Sft	226.88 Two hund: twenty six rup; eighty eight Ps	% Sft	19609/-
	13	Distempering two coats. (Si-24(b), P-54).	11032.0 Sft	1043/90 One thou: forty four rup: ninety Ps	% Sft	115163/-
	14	Painting old surface (C) Painting doors and windows any type. (Si-4(C), P-68).	994.0 Sft	1160/06 One thou: one hund: sixty rup: six Ps	% Sft	11531/-
	15	P.O.S. (a) Painting corrugated surfaces, patent, roofing etc with oil paint. (Si-4(a), P-68).	1188.0 Sft	1072.06 One thou: seventy two rup: six Ps	% Sft	12736/-
	16	Varnishing wood work I/c cleaning and preparing surface (a) First Coat. (Si-8, P-70).	1344.0 Sft	831.05 Eight hud: thirty one rup: five Ps	% Sft	11169/-
	17	(A) P/F Sliding bolts to doors (I) Iron sliding bolt 10" long. (Si-19(a), Γ-60).	6 Nos	203.90 Two hund: three rup: ninety Ps	Each	1223/-
					Total =	817525/-
:	<u> Part – "</u>	<u>B" Non – Schedule Item</u>				
	01	S/F Long bib cock ½" dia (Superior Quality).	5 Nos		Each	
		S/F Door closer (Imported Quality).	3 Nos		Each	•
	02	(por.100 Z.o,).			Lacii	
	03	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.	126.0 Sft		P. Sft	
	03	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as				
	03	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.	126.0 Sft		P. Sft	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.	126.0 Sft 2 Nos		P. Sft	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.  S/F Wastes pipe complete.	126.0 Sft 2 Nos 5 Nos	_	P. Sft Each Each	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.  S/F Wastes pipe complete.	126.0 Sft 2 Nos 5 Nos	-	P. Sft  Each  Each  Each	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.  S/F Wastes pipe complete.	126.0 Sft 2 Nos 5 Nos	- -	P. Sft  Each  Each  Each	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.  S/F Wastes pipe complete.	126.0 Sft 2 Nos 5 Nos	-	P. Sft  Each  Each  Each	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.  S/F Wastes pipe complete.	126.0 Sft 2 Nos 5 Nos	-	P. Sft  Each  Each  Each	
	03 04 05	S/F Imported quality window roller curtain approved quality, colored and design and fixing with window I/c necessary accessories as required.  S/F Flush tank complete.  S/F Wastes pipe complete.	126.0 Sft 2 Nos 5 Nos	-	P. Sft  Each  Each  Each	

# GENERAL ABSTRACT

Part – "A" Schedule Item	8, 17, 525/=
Part - "B" Non - Schedule Item	
Grand Total	
Say Rs:	

# Terms & Conditions

- \* Non premium shall be allowed on item based on Market rates sanction by competent authority outside the schedule of rates Enforced.
- \* Nothing shall be paid for cartage of any material what so ever brought at the sight of work including the material cartage from Government store.
- \* The material was use in the name of work of the finish redact can be got tasted from any approved Laboratory as per directed By the Executive Engineer, In charge or his representative all expenses in condition with such testing shall be born by the Contractor exclusively without any re-embossment or claim against the Government on this account.

Contractor

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erestates.

ASSISTANT ENGINEER
Electrical Sub Division
Provincial Buildings
Hyderabad

# STANDRD BIDDING DOCUMENT FOR

# PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01, Name of Work

M&R to Commissioner Office and Allied offices

Shahbaz Building Hyderabad.

02. Name of Contractor:

M/S

03. Tender Amount

Rs. 200,000/-

04. Earnest Money

Rs. 4,000/-

05. Tender Fee

Rs. 1000/-

06. Completion Period:

02 Months

07. D.R No. & Date

D.R No. . Dated:

> EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

# 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 to 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 we 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

Contractor

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 btained 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.

Contractor

# **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 Hyderabad.					
(b). Brief Description of Works:	M&R to Commissioner Office and Allied offices Shahbaz Building Hyderabad.					
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.					
(d). Estimated Cost:	Rs. 200,000/-					
(e). Amount of Bid Security:	2% (Rs. 4,000/-)					
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).					
(g).Security Deposit:-(including bi	d Security): 10% (Rs. 20,000/-)					
(h). Percentage, if any, to be deduc	eted from bills: 8% (Rs. 16,000/-)					
(i). Deadline for Submission of Bids along with time: <u>a7.04.2015 up to 2.00 PM</u>						
(j). Venue, Time, and Date of Bid	Opening: G.O.R Colony, 67.042015 at 2:30 PM					
(k). Time for Completion from wr	ritten order of Commence: <u>02 Months.</u>					
(l). Liquidity damages:	(0.05%					
(m). Deposit Receipt No: Date: Amou	unt: (in words and figures)					

Contractor

#### 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 supordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

#### Clause - 3: Termination of the Contract.

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

Contractor

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possess on 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 acquisit on 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 their 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 initiated 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

Contractor

#### 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 contarctor 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.

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.

Contractor

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, estimated, 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.

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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 Hyderabad

Contractor

# BILL OF QUANTITIES

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

Item	Ńθ	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
ı		2	3	1	5	6
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Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Рпт-В			
Part-C			
Part-D			
		Grand Total:	<del></del>

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
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Total (B) in words & figures:

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#### SUMMARY OF BILL 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

#### Schedule - "B"

#### Part - "A" Schedule Item

S.No	Name of Items	Otv	Data	T1-14	<u> </u>
[5:[10]	Traine of Reins	Qty_	Rate	Unit	Amount
	Scraping ordinary distemper, oil bound distemper or paint on walls. (Si-54(b), P-14).	2300.0 Sft	226.88 Two hund: twenty six rup: eighty eight Ps	% Sft	5218/-
02	(a)Removing door with chowkat. (Si-33(a), P-12)	2 Nos	142.18 One hund: forty two rup: eighteen Ps	% Cft	285/-
03	(b) Removing Window and Sky light with chowkhats. (Si-33(b), P-12).	2 Nos	102.85 One hund: two rup: eighty five Ps	Each	206/-
04	Removing Cement or lime plaster. (S.l.No-53, p-13)	104.0 Sft	121 One hund: twenty one rup:	% Sft	125/-
05	Dismantling cement concert plain 1:2:4 (S.I.No;19(c)/p-10)	6.0 Cft	3327.50 Three thou: three hund: twenty seven rup: fifty Ps	% Cft	200/-
C6	Cement plaster 1:6 up to 20'ft height ½'thick (S.I.No;13(b)/p-58)	104.0 Sft	2206.60 Two thou: two hund: six rup: sixty Ps	% Sft	2295/-
07	Cement plaster 1:4 up to 20' ft height (b)3/8'(S.l.No;11(a)p.58)	104.0 \$ft	2197.52 Two thou: one hund: ninety seven rup: fifty two Ps	% Sft	2285/-
08	C:C plain i/c placing compacting finishing & curing complete (i/c screening & washing of stone aggregate without shuttering) ratio 1:3:6 (SI No:5(h) P-18)	6.0.0 Cft	12595 Twelve thou: five hund: ninety five rup:	% Cft	758/-
09	Laying floor of approved glazed tile 1/2" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (Si-24, P-43).	33.0 Sft	27678.86 Twenty seven thou: six hund: seventy eight rup: eighty six Ps	% Sft	9134/-
10	First class deodar wood wrought joinery work in wire gauze D/W fixed in position I/c chowkhats hold fasts hinges, iron tower bolts, chokes cleats, handles and cords with hooks, etc. deodar paneled or paneled and glazed or fully glazed (b) 1 – ¾" thick. (Si-4(b), P-58).	35.0 Sft	902.93 Nine hund: two rup: ninety three Ps	P. Sft	31603/-
11	P/F in position, doors, windows and ventilators of first class deodar wood frames and 1 ¾" thick commercial ply veneer shutters of first class deodar skeleton (Holllow) and commercial ply wood (3 Ply) on both sides. (Si-9, P-58).	18.0 Sft	856.53 Eight hund: fifty six rup: fifty three Ps	P. Sft	15418/-

12	Name of Items	Qty_	Rate	Unit	Amount
	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 (d) Galvanized wire gauze fixed to chowkhats with ¾" deodar strips and screws. (Si-14(d), P-60).	90.0 Sft	190.72 One hund: ninety rup: seventy two Ps	P. Sft	17165/-
13	P/F Approved quality mortice lock. (Si-21, P-67).	3 Nos	1786.13 One thou: seven hund: eighty six rup: thirteen Ps	Each	5358/-
14	(A) P/F Brass spring sliding bolt to door (I) Iron sliding bolt 10" long. (Si-19(a)(I), P-60).	4 Nos	203.90 Two hund: three rup: ninety Ps	Each	816/-
15	(A) Preparing the surface and painting with matt finish paint of approved make to old matt finish surface (B) 2 <sup>nd</sup> & subsequent coat. (Si-37, P-55).	1203.0 Sft	1772.38 One thou: seven hund: seventy two rup: thirty eight Ps	% Sft	21322/-
16	Distempering Two Coats. (Si-24(b), P-54).	1864.0 Sft	1043.90 One thou: forty three rup: ninety Ps	% Sft	19458/-
<b>'7</b>	Painting old surface (C) Painting doors and windows any type. (Si-4(C), P-68).	316.0 Sft	1160/06 One thou: one hund: sixty rup: six Ps	% Sft	3666/-
18	S/F False ceiling of plaster of Paris in panels I/c making framing work of the deodar wood I/c painting with solgia paint. (Si-52, P-64).	24.0 Sft	25293.42 Twenty five thou: two hund: ninety three rup: forty two Ps	% Sft	6070/-
				Total =	141382/-
ırt <b>–</b> "]	3" W/S & S/F				
01	(A) W.C pan of not less then 23" clear opening between flushing rims and three gallon flushing tank with 4" dia C.I trap. (Si-1(a), P-1).	1 No	5044 Five thou: forty four rup:	Each	5044/-
01	(A) W.C pan of not less then 23" clear opening between flushing rims and three gallon flushing	1 No	Five thou: forty	Each Each	5044/- 10322/-
01	(A) W.C pan of not less then 23" clear opening between flushing rims and three gallon flushing tank with 4" dia C.I trap. (Si-1(a), P-1).  S/F Bath room accessories set (7 pieces) I/c towel, rod, brush holder, soap tray, shelf of approved design I/c cost of screws, nuts etc		Five thou: forty four rup:  10322.40 Ten thou: three hund: twenty two rup:		
01 02 03 04	(A) W.C pan of not less then 23" clear opening between flushing rims and three gallon flushing tank with 4" dia C.I trap. (Si-1(a), P-1).  S/F Bath room accessories set (7 pieces) I/c towel, rod, brush holder, soap tray, shelf of approved design I/c cost of screws, nuts etc complete (Master Brand). (Si-23, P-19).	1 No	Five thou: forty four rup:  10322.40 Ten thou: three hund: twenty two rup: forty Ps  1109.46 One thou: one hund: nine rup:	Each	10322/-

S.No	Name of Items	Qty	Rate	Unit	Amount
Part -	"C" Non - Schedule Item				
01	S/F door closer imported quality.	3 Nos		Each	
02	S/F Flush tank kit complete (IFO) for English commode.	3 Nos		Each	
23	S/F Energy saver 25 watt Superior quality.	18 Nos		Each	
04	S/F Dimmer for Fan.	4 Nos		Each	
05	S/F Window curtain superior quality as approved color and design with fitting & all accessories etc complete.	45.0 Sft		P. Sft	
06	Repairing of aluminum window I/c removing, cutting & fixing. Lock, stoppers etc as required.	2 Nos		Each	
07	S/F Rewinding G.I bracket for Television I/c fixing etc.	1 No		Each	
				Total =	

#### GENERAL ABSTRACT

Part - "A" Schedule Item	141, 382/=
Part – "B" Non – Schedule Item	22, 126/=
Part - "C" Non - Schedule Item	
Grand Total	
Say Rs:	

#### Terms & Conditions

- \* Non premium shall be allowed on item based on Market rates sanction by competent authority outside the schedule of rates enforced.
- \* Nothing shall be paid for cartage of any material what so ever brought at the sight of work including the material cartage from Government store.
- \* The material was use in the name of work of the finish redact can be got tasted from any approved Laboratory as per directed by the Executive Engineer, In charge or his representative all expenses in condition with such testing shall be born by the contractor exclusively without any re-embossment or claim against the Government on this account.

Contractor

EMILESTIAN ANTINARA

ASSISTANT ENGINEER
Electrical Sub Division
Provincial Buildings

Hyderabad

# STANDRD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work :	M & R to Peon's Colony (E&D Type Quarter).	Hyde
	(Book Kipe Quarter)	
02. Name of Contractor:	<u>M/S</u> .	:
03. Tender Amount :	Rs. <u>200,000/-</u>	
04. Earnest Money :	Rs. <u>4,000/-</u>	
05. Tender Fee :	Rs. <u>1000/-</u>	
06. Completion Period:	02 Months	
07 D.D.N. 9 D.4.	D.D.No. Dodada	

EXECUTIVE ENGINEER. PROVINCIAL BUILDINGS DIVISION HYDERABAD HYDERABAD

#### 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.

I. 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 fran ed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

Contractor

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. Sidders 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 'ulfills 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 brained 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 occimal 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.

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#### **BIDDING DATA**

(This section should be filled in Documents).	by the Engineer/Procuring Agency before issuance of the Bidding
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.
(b). Brief Description of Works:	M & R to Peon's Colony Hyderabad, (E&D Type Quarter).
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.
(d). Estimated Cost:	Rs. 200,000/-
(e). Amount of Bid Security:	2% (Rs. 4,000/-)
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).
(g).Security Deposit:-(including bio	d Security): 10% (Rs. 20,000/-)
(h). Percentage, if any, to be deduce	eted from bills: 8% (Rs. 16,000/-)
(i). Deadline for Submission of Bio	ds along with time: <u>67.052015 up to 2.00 PM</u>
(j). Venue, Time, and Date of Bid (	Opening: G.O.R Colony, 07.042015 at 2:30 PM
(k). Time for Completion from wr	itten order of Commence: <u>02 Months.</u>
(l). Liquidity damages:	(0.05%
(m). Deposit Receipt No: Date: Amou	int: (in words and figures)

Contractor

#### CONDITIONS OF CONTRACT

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

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

Clause - II: 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.

- Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions (A) evits:-
  - (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
  - (ii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (i/) 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;
- The Executive Engineer/Procuring Agency has power to adopt any of the following courses (B) a: may deem fit:
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) (i)
  - to finalize the work by measuring the work done by the contractor. (ii)
- In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:
  - no claim to compensation for any loss sustained by him by reason of his having purchased or (i) 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,
  - 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.

Contractor

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 ard the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from stich 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 i ems 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 Enginee -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.

Contractor

#### 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 contactor 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.

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 a ise 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 Enginee. 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.

Contractor

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/efficer/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) Mobifization 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.

Contractor

Claus: -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 defect: 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 each 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 Hyderabad

Contractor

#### **BILL OF QUANTITIES**

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

Item N	o Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	2	3	4	5	<u> </u>
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Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			· .,
Part-B			
Part-C	<u> </u>		
Part-D			
		Grand Total:	

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	. 5	6
<del></del>		7 2			! <u>-</u>
<del>-</del>		-			
	!				:
		<u>.</u>			
		-		<u> </u>	<u> </u>
:					
		1			<u> </u>
	i				

Total (B) in words & figures:

Contractor

#### SUMMARY OF BILL QUANTITIES

Cost of Bid

Amount

- . 1. (A) Cost based on Composite Schedule of Rales.
  - 2. (B) Cost based on Non/Offered Schedule of Rates.

Total Cost of 3id (c) = Total (A) + Total (B)

Contractor

#### M&R To Peons Colony Hyderabad (E & D Type Quarters).

#### Schedule - "B"

#### Part - "A" Schedule Item

			<u>,</u>		
S.No	Name of Items	Qty_	Rate	<u>U</u> nit	Amount
<b>31</b>	Removing Cement or lime plaster. (Si-53, P-13).	1179.0 Sft	121 One hund: twenty one rup:	% Sft	1427/-
·)2	(c) Dismantling Cement Concrete 1:2:4. (Si-19(c), P-10).	147.0 Cft	3327.50 Three thou: three hund: twenty seven rup: fifty Ps	% Cft	4891/-
03	Removing door with chowkhats. (Si-33(a),P-12).	2 Nos	142.18 One hund: forty two rup: eighteen Ps	Each	284/-
04	Dismantling Cement concrete reinforced separating reinforces certaint from concrete cleaning and straitening the reinforced (Si-	28.0 Cft	5445 Five thou: four hund: forty five rup:	% Cft	1525/-
05	S/F Tear In Quality.	0.58 Cwt	3500 Three thou: five hund:	P. Cwt	2030/-
06	Second class tiles roofing consisting of 4" earth and 1" mud plaster with Gobri leaping over ½" thick cement plaster 1:6 with 34 Lbs. Offiot bitumen coating stand blinding, provided over one layer of 12" x 6" x 2" tiles laid in 1:6 cement mortar I/c 1:2 cement pointing under neat of tiles complete I/c curing etc. (Si-2, P-33)	65.0 Sft	7607.25 Seven thou: six hund: seven rup: twenty five Ps	% Sft	4945/-
. 07	Cement plaster 1:6 up to 20' Ft height ½" thick (Si-13(b), P-52).	1179.0 Sft	2206.60 Two thou: two hund: six rup: sixty Ps	% Sft	26016/-
08	Cement plaster 1:4 up to 20' Ft 3/8" thick. (Si-11(a), P-52)	1179.0 Sft	2197.52 Two thou: one hund: ninety seven rup: fifty two Ps	% Sft	25909/-
09	P/L 2" thick topping cement concrete (1:2:4) I/c surface finishing and dividing into panels 2" thick. (Si-16, P-42).	864.0 Cft	3275.50 Three thou: two hund: seventy five rup: fifty Ps	% Cft	28300/-
10	M/F steel grated doors complete with locking arrangement angle iron frame 2" x 2" x 3/8" and 3/4" sq: bars 4" center to center with locking arrangement. (Si-24, P-92).	42.0 Sft	726.72 Seven hund: twenty six rup: seventy two Ps	P. Sft	30522/-
11	Scraping ordinary distemper, oil bound distemper or paint on walls. (Si-54(b), P-14).	3925.0 Sft	226.88 Two hund: twenty six rup: eighty eight Ps	% Sft	8905/-

S. No	Name of Items	Qty	Rate	Unit	Amount
12	Distempering Two Coats. (Si-24(b), P-54).	5233.0 Sft	1043.90 One thou: forty three rup: ninety Ps	% Sft	54627/-
13	Painting old surface (C) Painting doors and windows any type. (Si-4(C), P-68).	544.0 Sft	1160.06 One thou: one hund: sixty rup: six Ps	% Sft	6311/-
				Total =	195692/-

#### Terms & Conditions

- \* Non premium shall be allowed on item based on Market rates sanction by competent authority outside the schedule of rates enforced.
- \* Nothing shall be paid for cartage of any material what so ever brought at the sight of work including the material cartage from Government store.
- \* The material was use in the name of work of the finish redact can be got tasted from any approved Laboratory as per directed by the Executive Engineer, In charge or his representative all expenses in condition with such testing shall be born by the contractor exclusively without any re-embossment or claim against the Government on this account.

Contractor

ASSISTANT ENGINEED

Electrical Sub Division

Provincial Buildings

Hyderabad

# STANDRD BIDDING DOCUMENT FOR

## PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work

M&R to Water Supply Pump Room/Underground

Tank Peon's Colony Hyderabad.

02. Name of Contractor:

M/S

03. Tender Amount

Rs. 150,000/-

04. Earnest Money

Rs. 3,000/-

05. Tender Fee

Rs. 500/-

06. Completion Period:

01 Months

07. D.R No. & Date

Dated: D.R No.

> PROVINCIAL BUILDINGS DIVISION HYDERABAD

#### 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 in ormation 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

Contractor

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 brained 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.

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#### **BIDDING DATA**

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

Documents).					
1). Name of Procuring Agency: Executive Engineer Provincial Buildings Division Hyderabad.					
(b). Brief Description of Works:	M&R to Water Supply Pump Room/Underground Tank Peon's Colony Hyderabad.				
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.				
(d). Estimated Cost:	Rs. 150,000/-				
(e). Amount of Bid Security:	2% (Rs. 3,000/-)				
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).				
(g).Security Deposit:-(including bi	d Security): 10% (Rs. 15,000/-)				
(h). Percentage, if any, to be dedu	cted from bills: 8% (Rs. 12,000/-)				
(i). Deadline for Submission of Bi	ds along with time: <u>o</u> 7.0€.2015 up to 2.00 PM				
(j). Venue, Time, and Date of Bid	M&R to Water Supply Pump Room/Underground Tank Peon's Colony Hyderabad.  Focuring Agency's address: Provincial Buildings Division G.O.R Colony Hyderabad.  Stimated Cost: Rs. 150,000/-  mount of Bid Security: 2% (Rs. 3,000/-)  riod of Bid Validity (days): 60 Days. (Not more than sixty days).  Security Deposit:-(including bid Security): 10% (Rs. 15,000/-)  ercentage, if any, to be deducted from bills: 8% (Rs. 12,000/-)  readline for Submission of Bids along with time: 07.0 (2015 up to 2.00 PM)  enue, Time, and Date of Bid Opening: G.O.R Colony, 07.0 (2015 at 2:30 PM)  Time for Completion from written order of Commence: 02 Months.  iquidity damages: (0.05%)				
(k). Time for Completion from wi	ritten order of Commence: 02 Months.				
(l). Liquidity damages:	(0.05%				
g). Security Deposit:-(including bid Security): 10% (Rs. 15,000/-)  h). Percentage, if any, to be deducted from bills: 8% (Rs. 12,000/-)  ii). Deadline for Submission of Bids along with time:					

Contractor

#### 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 measure nents of or payment for work.

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

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

#### Clause -- 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
  - 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;
- (E) The Executive Engineer/Procuring Agency has power to adopt any of the following courses is may deem fit:
  - 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:
  - 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 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 substant all 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

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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 contarctor 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.

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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.

Contractor

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 subcon ractor 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 work, or after the completion or aban domment 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) Viobilization advance is not allowed.

#### (B) Secured Advance against materials brought at site.

- 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.

Contractor

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 each 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 Hyderabad

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
<u>l</u>	2	3	1	5	6
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Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Part-B		[	
Part-C			·— ·
Part-D			
		Grand Total:	

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
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Total (B) in words & figures:

Contractor

#### SUMMARY OF BILL QUANTITIES

Cost of Bid

Amount

- 1. (A) Cost based on Composite Schedule of Races.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

Total Cost of 3id (c) = Total (A) + Total (B)

Contractor

#### Name of Work: - M&R To Water Supply Pump Room / Underground Tank Peons Colony

Hyderabad.

#### Schedule - "B"

#### Part - "A" Schedule Item

S.No	Name of Items	Qty	Rate	Unit	Amount
01	Removing Cement or lime plaster. (Si-53, P-13).	640.0 Sft	121 One hund: twenty one nup:	% Sft	581/-
02	Pacca Brick work in ground floor in (I) (e) Cement Sand Mortar. (Si-5(I)(e), P-21).	199.0 Cft	12674.36 Twelve thou: six hund: seventy four rup: thirty six Ps	% Cft	25222/-
03	Cement plaster 1:6 up to 12' height (a) ½" thick. (Si-11(a), P-52).	1578.0 Sft	2206.60 Two thou: two hund: six ru: sixty ps:	% Sft	34820/-
04	Cement plaster of 1:4 upto 20"height 3/8"thick	1578.0 Sft	2197.52 Two thou: one hund: ninety seven rup: fifity two ps:	%.Sft	34677/-
(15	P/L 1/2" thick topping cement concrete (1:2:4) l/c surface finishing and dividing into panels 1/2" thick. (Si-16, P-42).	527.0 Cft	2548.29 Two thou: five hund: forty eight rup: twenty nine Ps	% Cft	13429/-
66	M/F steel grated door complete with locking arrangement angle iron frame 23" x 2" x 3/8" & 3/4" sq: bars 4" center to center. (Si-23, P-92).	18.0 Sft	594.57 Five hund: ninety four rup: fifty seven Ps	P. Sft	10702/-
С7	(B) Pre cast reinforced cement concrete in columns, beam, lintels stair cases, shelves etc (I) Ratio 1:2:4. (Si-6(b), P-17).	33.0 Cft	309.78 Three hund: nine rup: seventy eight Ps	% Cft	10223/-
C8	(A) Fabrication of mild steel bar reinforced for cement concrete I/c cutting, bending, laying in position, making joints and fastening I/c cost of binding wire (also I/c removal of (b) using Tore bar. (Si-8, P-17).	2.50 Cwt	5001.70 Five thou: one rup: seventy Ps	P. Cwt	12504/-
	·			Total =	142158/-

#### Terms & Conditions

\* Non premium shall be allowed on item based on Market rates sanction by competent authority outside the schedule of rates enfo ced.

- \* Nothing shall be paid for cartage of any material what so ever brought at the site of work including the material cartage from Government store.
- \* The material was use in the name of work of the finish redact can be got tasted from any approved Laboratory as per directed by the Executive Engineer, In charge or his representative all expenses in condition with such testing shall be born by the contractor exclusively without any re-embossment or claim against the Government on this account.

Contractor

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ASSISTANT ENGINEER
Electrical Sub Division Provincial Buildings
Hyderabad

## STANDRD BIDDING DOCUMENT

## PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work

M&R to Bungalow No. A-03 G.O.R Colony

Hyderabad. (Repair of Bath Room).

02. Name of Contractor:

M/S

03. Tender Amount ::

Rs. 250,000/-

04. Earnest Money

Rs. 5,900/-

05. Tender Fee

Rs. 1000/-

06. Completion Period:

02 Months

07. D.R No. & Date :

D.R.No. , Dated:

EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

#### 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, co upletion 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 Ru es 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

Contractor

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 er velope 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 brained 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.

Contractor

# **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 Hyderabad.
(a). Name of Procuring Agency: Executive Engineer Provincial Buildings Division Hyderabad.  (b). Brief Description of Works: M&R to Bungalow No. A-03 G.O.R Colony Hydera (Repair of Bath Room).  (c). Procuring Agency's address: Provincial Buildings Division G.O.R Colony Hyderabad.  (d). Estimated Cost: Rs. 250,000/-  (e). Amount of Bid Security: 2% (Rs. 5,000/-)  (f). Period of Bid Validity (days): 60 Days. (Not more than sixty days).  (g). Security Deposit:-(including bid Security): 10% (Rs. 25,000/-)  (h). Percentage, if any, to be deducted from bills: 8% (Rs. 20,000/-)  (i). Deadline for Submission of Bids along with time: 67 .04.2015 up to 2.00 PM  (j). Venue, Time, and Date of Bid Opening: G.O.R Colony, 67.04.2015 at 2:30 PM  (k). Time for Completion from written order of Commence: 02 Months.  (l). Liquidity damages: (0.05%)	
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.
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(j). Venue, Time, and Date of Bid	Opening: G.O.R Colony, 67.04.2015 at 2:30 PM
(k). Time for Completion from wr	itten order of Commence: <u>02 Months.</u>
(I). Liquidity damages:	(0.05%
(m). Deposit Receipt No: Date: Amou	int: (in words and figures)

Contractor

### 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 measure nents of or payment for work.

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

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

### Clause -- 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
  - (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 us may deem fit:
  - 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.

Contractor

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 specific tion 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

Contractor

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 contarctor 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.

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 crise 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.

Contractor

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/c fficer/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) Mobifization 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.

Contractor

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 Hyderabad

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
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Rates Cuoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Port-8			<del></del>
Part-C			
Part-D			
		Grand Total:	

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
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		-		<del></del>	<u> </u>
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Total (B) in words & figures:

Contractor

### SUMMARY OF BILL QUANTITIES

Cost of Bid

Amount

- 1. (A) Cost based on Composite Schedule of Rales.
- 2. (B) Cost based on Non/Offered Schedule of Rates.

Total Cost of Bid (c) = Total (A) + Total (B)

Contractor

### M/R TO BUNGALOW NO. A-3 G.O.R COLONY HYDERABAD. SCHEDULE-B

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Name of Item. Quantity Rate Unit Amount. Part "A" Oivil Work Dismentling 1 glazed or encaustic tiles 459 Sft 786.50 % Sft 3,610 (SINO.55 ₽-15) (Rs: Seven hundred eighty six & Ps: Fifty) only S/F in position Almuniums channels framing for 33 Sft 1507.66 P.Sft hinged doors or Alcops made with 5 mm thick tinted (Rs: One thousand five hundred seven & Ps: glass glazed (Belgium) and Alpha (Japan) locks Sixty six) only including handles stoppers etc (b) (Delux Model) (Bornze) (S.I.No. 83 (b)P-107) S/F in position Almuniums channels framing for hinged windows & ventilator or Alcops made with 5 (Rs: One thousand six hundred forty seven & Sft 1647.69 P.Sft Ps: Sixty nine) only almunium fly screen including handles stoppers & locking ar angements etc complete (b) Deluxe Model) (Bronze) (S.I.No. 84 (b) P-107) Scraping crdinary distemper, oil bound distemper or 309 Sft 226.88 % Sft 701 paint on Walls (SINO.54(b)P-14) ( Rs: Two hundred twenty six & Ps: Eighty eight) only Preparing the surface & pairiting with matt finish 386 Sft 1772.38 % Sft 6,841 paint of approved make to old matt finish surface 2 ( Rs: One thousand seven hundred seventy coats (SIN().37 P-54) two & Ps: thirty eight) only Painting of I surface, painting doors and windows any 1160.06 % Sft 97 Sft 1,125 type . (Two coats) (SINO.4(c)(ii) P-76) ( Rs: One thousand one hundred sixty & Ps: six) only M/F steel grated doors complete with locking 22 Sft 594.57 P.Sft 13,081 arrangement angloe iron frame 2"x2"x3.8" and 1/4" ( Rs: Five hundred ninty four & Ps: fifty sq. bars 4 centre to centre (SINO.23 P-91) seven) only Total Rs. 83,349

		SCHEDULE-	B				
Sr. No	0	Name of Item.	Qı	antity	Rate	Unit	Amount.
•	Part "B" E	.I WORK.					
• 1	insulated	two light point with 1/1.13(3/.029) PVC wire in 20 mm (3/4") PVC conduit on required (SINo.123 ?-15)	10 ( I	Points <b>Rs: Seve</b> r		P.Poin ninty se	7,970 <b>ven ) only</b> `
2	insulated	r plug point with 1/1.13(3/.029) PVC wire in 20 mm (3/4") PVC conduit on required (SINo.125 P-15)	5	Points ( <b>Rs: Six</b>	669.00 <b>hundred</b>		3,345 e) only
3	Providing	& Fixing brass batten holder (SINO.232 P-	5	No.	70.00 <b>Rs: Seve</b> r	Each	350
4	P/F back (SINO.232)	elite ceiling rose with two terminals P-33)	6	No. ( <b>R</b>	72.00 s: Seventy	Each y two) onl	432 <b>y</b>
					Total	Rs.	12,097
	Part "C" W	/S & S/F (PIPES)					
	(equivalent and jointin testing will	Laying uPVC Pressure Pipes of Class 'B' make) fixing in trench i/c cutting, fitting g with 'Z' joint with one rubber ring i/c water to a head 6 i meter or 200 ft. (b) 100 (PHSINo.1(b) P-22)	130 (1	Ft Rs: One l	137.00 nundred t	P.Ft hirty seve	17,810 e <b>n ) only</b>
2	trench i/c	Laying uPVC pipes of Class 'D' fixing in cutting, fitting and jointing with solvent tsting with water to a head of 122 meter b) 19 mm 3/4" dia (PHSINo.6(b) P-24)	360		19.00 <b>Rs: Ninte</b>	P.Ft en ) only	6,840
3	P/F handle	Valve (China) 3/4" dia (SINO.5 P-17)	5 ( <b>Rs</b> :	No. <b>Two hur</b>	271.92  dred seve	-	,360 <b>½ Ps: ninty</b>

Total

Rs.

26,010

SCHEDULE-B

Sr. No	<del></del>	SCHEDULE-	<u> </u>	<u>.</u>			
<u> </u>	<u> </u>	Name of Item.	Qua	ntity	Rate	Unit	Amount.
• 1	Providing finish join cement sa of joints w	& Laying Master granite Tiles fully glazed ted in white cement and laid over 1:2 gray and mortar 3/4" thick i/c finishing & filling with slury of white cement or tile grout in	200	Sft		P.Sft	
	noor or fac	ape i/c cutting of tiles to proper profile (on ing) size 18"x18"x1/4"					
4	puppiying	Energy Saver 25 watts.	8	No.		Each	
3	Supplyin <sub>g</sub>	Round block.	4	No.		Each	
4	Supplying	Exhaust Fan plastic body (1x1.25)	1	No.		Each	
5	Supply & F	Sixing G.I Handle Valve 1/2"	4 .	No.		Each	
	Supply & I Muslim sh with C.P 1	Fixing Sonex complete set i/c open shower, ower, with pipe and wash basin mixture ead.	1	No.		Each	
				-	Total	Rs.	<del></del> .
••							
		GENERAL ABSTRACT				<b>*</b> i	
:	Part "A" Ci	vil Work					•
. •	Part "B" E.J	WORK.				}	
F	art "C" W	S & S/F (PIPES)					* · · · · •
1	art "D" MC	ON-SCHEDULE ITEMS.				;	
		G.Total					

### TERMS & CONDITIONS.

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

( CONTRACTOR )

ASSISTANT ENGINEER
PROVINCIAL BUILDING SUB-DIVISION

(FLECTRK) HYDERABAD

EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

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# STANDRD BIDDING DOCUMENT

# FOR PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work

M & R to Resdl: Otrs. Central Prison Hyderabad.

02. Name of Contractor:

M/S

03. Tender Amount

Rs. 10,00,000/-

04. Earnest Money

Rs. 20,000/-

05. Tender Fee

Rs. 2500/-

06. Completion Period:

02 Months

- 07. D.R No. & Date

D.R No.

, Dated:

EXECUTIVE ENGINEER,
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

# 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 invitat on to tender or in the time

Contractor

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 'ulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experier ce 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 brained 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 cecimal 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.

Contractor

# **BIDDING DATA**

(This section should be filled in Documents).	by the Engineer/Procuring Agency before issuance of the	Bidding
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.	
(b). Brief Description of Works:	M & R to Resdl: Otrs. Central Prison Hyderabad.	٠.
(c). Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.	
(d). Estimated Cost;	<u>Rs. 10,00,000/-</u>	
(e). Amount of Bid Security:	2% (Rs. 20,000/-)	
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).	
(g).Security Deposit:-(including bi	d Security): <u>10% (Rs. 100,000/-)</u>	
(h). Percentage, if any, to be deduc	ted from bills: 8% (Rs. 80,000/-)	
(i). Deadline for Submission of Bio	Is along with time: <u>67.042015 up to 2.00 PM</u>	
(j). Venuc, Time, and Date of Bid (	Opening: G.O.R Colony, 07.0 £.2015 at 2:30 PM	·
(k). Time for Completion from wr	itten order of Commence: 02 Months.	•
(l). Liquidity damages:	(0.05%	
(m). Deposi Receipt No: Date: Amou	nt: (in words and figures)	

Contractor

### CONDITIONS OF CONTRACT

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day state 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) Frocuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
  - (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:
  - 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.

Contractor

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 for as admissible, adjusted, it 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 fingineer-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 Enginee -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.

Contractor

### 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 contactor 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.

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- 4: 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.

Cantractor

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 of 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 naterials as aforesaid except for any sum actually realized by the sale thereof.

### Clause - 18: Financial Assistance / Advance Payment.

- (A) Viobilization 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.

Contractor

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 each 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 Hyderabad

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 Rupces
1	2	3	4	5	6
					<del>-</del>
					<u> </u>
			······		<u> </u>

Rates Quoted is as under:

	ount of edule' B	Amount of Premium	Total
Part-A			
Port-B			<b></b>
Part-C			
Part-D			<del></del>
	(	Grand Total:	

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
<u> </u>	2	3	4	5	6
<u> </u>	<u> </u>				<u> </u>
		·			
					i İ
					<u> </u>
	! !				
	: 	·			

Total (B) in words & figures:

Contractor

### SUMMARY OF BILL 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 B d (c) = Total (A) + Total (B)

Contractor



	Schedule ( B ).				
S.No	Description.	Qty.	Rate	Unit	Amount.
1	Removing cement or lime plaster. (S.No:53/P-12).	98	121 Rs. One hund	% Sft red twenty one	119 onły.
2	(b) Dismantling 2nd Class tile roofing. (S.No:22(b()/P-11).	98	378.13 Rs. Three hun thirteen only.	% Sft dred seventy e	371 ight paisa
	Scraping. (b) Ordinary distemper, oil bound distemper or paint on walls. (S.No:54(b)/P-12)	7056	226.88 Rs. Two hunds eighty eight on		1600 <del>9</del> paisa
4	Dismantling brick work in lime or cement mortar. (S.No: 13/P-09).	675	1285.63 Rs. Twelve hu sixty three only		8678 ve paisa
5	pacca brick work other than building including striking of joints upto 20 feet height in:	363	12346.65 Rs. Twelve hu	% Cft ndred eighty fiv	44818 re paisa
	(e) Cement sand mortar. 1:6(S.No:7(e)/P-22).		sixty three only	<i>t.</i>	
6	Pacca brick work in ground floor in cement sand mortar ratio 1:6 (Sl.No:5 (i-e) P-20)	107	12674.36 Rs. Twelve tho four paisa thirty		13562 drad seventy
7	Supplying / Fixing Tee iron 2x2x1/4" size.	6.21	3575.0 Rs. Thirtty five	P.Cwt hundred sever	22201 hty five only
8	Second class tile roofing consisting of 4" earth and 1" mud p aster with Gobri leeping over 1/2"thick cement plaster 1:6 with 34 Lbs. Of hot bitumen coating sand blinded, provided over one layer of 12" x 6"x2" tiles laid in 1:6 cement mortar including 1:2 cement pointing under neath of tiles complete including curing etc. $(7607/25(-)(807/29 + 1887/40) = 4912/56. (S.No:02/P-32)$	180	4912.56 Rs. Four thous: paisa fifty six or		8843 red twelve
9	Providing and laying single per layer of polythene sheet 0.13 mm thick for water proffing as per specification and instructions of Engineer incharge. (S.No:38/P-38).	180	10.70 Rs. Ten paisa s	P.Sft seventy only.	1926
10	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making of joints and fastenings i/c cost of binding wire (also i/cs removal of rust from bars)(b) Tor bars. (SI No:8(b) P-16)				
		0.58	5001.70 Rs. five thousar	P.Cwt nd one paisa se	2901 eventy.
	C.C plain i/c placing compacting finishing & curing complete (i/c screening & washing of stone aggregate without shuttering) ratio 1:2:4 (SI No:5(f) P-15)				
		206	14429.25 Rs. Fourteen the twenty nine pais		

S.No	(P-02) C Description.				
12	Applying floating coat of Cement 1/32" thick.	Qty	Rate	Unit	Amount
12	(S.No:14 /P-52)				
	(O.NO. 1477-52)	7956	660	% Sft	52510
			Rs. Six hundr	ed sixty only.	
13	Cement plactor 1/6 upto 20) hoight (a) 2/4// 4kin				
	Cement plaster 1:6 upto 20' height.(c) 3/4" thic. (S.No: 13©/P-52).	7056			
	(0.110. 10e/1-02).	7956	2590.50	% Sft	206100
	•		Rs. Twenty fiv	e hundred ninty	r paise fifty
14	Cement plaster 1:4 upto 20' height 3/8" thick (S.I.No.11\a				
	P-52)	7956.00	%Sft	2407.50	474.00
	•		705R y one hundred n	2197.52	174,83!
		7.0.	y one managed n	anty seven paise	a mily (WO OFFI).
15	Dismantling cement concrete plain 1: 2: 4: (S.No:	181	3327.50	%Sft	802
	9©/P-09).		0021.00	70 GIL	602
	•		Rs.three thouse	and three hundr	ed tweety seve
			:-	£&.,l.	
16	Description and Indian Rt. 1 100 an arm				
	Providing and laying tiles glazed 6" x 6" x 1/4" on				
	f oor on wall facinf in required color and pateren of				
	style specification jointed and white cement and				
	rigment our a base of 1 to gray cement mortar 3/4"				
	thick i/c washing and filling of joints with salury of				
	white cement and pigment in desired shape with				
	finishing cleaning and cost of wax etc complete i/c				
	cutting tile to proper profile (S.I.No.60/P-53)	338	30509.77	0/ 04	40040
		330		%Sft housand five hu	10312
				seventy sever	
47	Part Part All All Part All All Part All All All All All All All All All Al				
17	Froviding / laying 2" thick C.C topping i/c floor finish	1065	3275.50	%Sft	3488
	and dividing into pannels 1:2:4				
	(S.I.No.16 c /P-49)				
				usand two hund	
			111	ve paisa fifty on	ry.
18	Primary coat of chalk distemper. (SINO.23 P-54)	7056.00	%Sft	442.75	31,240
	•	_	red forty two pai		v only.
					·
19	Distempering (c) Three coats (SINO.24 (c) P-54)	0040	0/ 04	4070.00	
		8640	%Sft	1079.65	93,282
		IVS. OHE U	housand sevent	y nine paisa six	ay filve only.
20					
	M/F steel grated doors with 1/16" thick sheeting i/c angle				
	iron frame 2"x2"x3/8" and 3/4" squars bars 4" centre to				
	centre with locking arrangement (SINO.24 P-92)	49.00	P.Sft	726.72	35,609
	•		hundred twenty		
21	Preparing the surface and painting with weather coat I/c	4328	%Sft	2567.95	111,141
	ru bing the surface with rubbing brick / sand Paper, filling the		y five hundred s		
	voids with chalk/ plaster of Paris and then painting with			, p-1/04	
	weather coat of approved make.				
	2nd & subsequent coat.(S.No:38A+B/P-56)				

S.No:	Description.	Qty.	Rate	Unit	Amount.
22	Painting old surfaces. ©Painting doors and windows any type. (ii)Each & subsequent coat. (S.No:4©(ii)/P-68) (657.91 +502.15) = 1160.06	335	1160.06 Rs. Eleven hun	% Sft	3886
23	Painting old surfaces. (d)Painting Painting guard bars, gates iron bars graing railing i/c standard braces (etc) and similar open work (ii)Each & subsequent coat. (S.No:4(d) /P-68) (371.80 +302.80) = 674.60	297	674.60 Rs. Eleven hund	4.60 % Sft 2004 even hundred sixty paisa six only.	
				Total	1003787

### TERMS & CONDITIONS.

- No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand delted from the agreement.

Assistant Engineer, Provincial Buildings Sub-Divn:II-Hyderabad.

# STANDRD BIDDING DOCUMENT

# FOR PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work

M & R to I.T Room Session Court Building,

Hyderabad (Civil Work)

02. Name of Contractor:

<u>M/S</u>

03. Tender Amount

Rs. 10,00,000/-

04. Earnest Money

Rs. 20,000/-

05. Tender Fee

Rs. 2500/-

06. Completion Period:

02 Months

07. D.R No. & Date

D.R No. , Dated:

EXECUTIVE ENGINEER, TAL BUILDINGS DIVISION HYDERABAD

### 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 Fules 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

Contractor

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 Ager cy.
- 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 brained 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 opinion of 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.

Contractor

# **BIDDING DATA**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documen's).							
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.						
(b). Brief Description of Works:	M & R to I.T Room Session Court Building, Hyderabad (Civil Work)						
(c).Procuring Agency's address: Provincial Buildings Division G.O.R Colony Hyderabad.							
(d). Estimated Cost: <u>Rs. 10,00,000/-</u>							
(e). Amount of Bid Security:	<u>2% (Rs. 20,000/-)</u>						
(f).Period of Bid Validity (days): 60 Days. (Not more than sixty days).							
(g). Security Deposit:-(including bid Security): 10% (Rs. 100,000/-)							
(h). Percentage, if any, to be deducted from bills: 8% (Rs. 80,000/-)							
(i). Deadline for Submission of Bids along with time: <u>57.04.2015 up to 2.00 PM</u>							
(j). Venue. Time, and Date of Bid Opening: G.O.R Colony, 07.0 2015 at 2:30 PM							
(k). Time for Completion from written order of Commence: 02 Months.							
(l). Liquidity damages:							
(m). Deposit Receipt No: Date: Amount: (in words and figures)							

Contractor

### CONDITIONS OF CONTRACT

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

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

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

Contractor

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 stanction 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinare 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 Engir eer-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.

Contractor

## Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original confractor 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 contarctor 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 !4 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.

Contractor

(i) 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.
- (E) 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 spreacing 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.

Contractor

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 fater 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.

Contractor

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 Hyderabad

Contractor

# **BILL OF QUANTITIES**

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

Iten: No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	2	3	4	5	6
				<u>.</u>	
	İ				
				<u> </u>	 
		•	1		
					!

Rates Quoted is as under:

<del></del>	Amount of Schedule' B	Amount of Premium	Total
Part-A			
P (rt-€		<del>                                     </del>	
Part-C	 -		
Part-[:			
	 	Grand Total:	

Contractor

ftem No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
	2	3	4		6
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Total (B) in words & figures:

Contractor

Provincial Buildings Division Hyderabad

# SUMMARY OF BILL 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 on Bid (c) = Total (A) + Total (B)

Contractor

Executive Engineer

Provincial Buildings Division Hyderabad

Page 1

# M&R TO SESSION COURT BUILDING HYDERABAD. (I.T ROOM) ( SCHEDULE-B )

0-	(SCHEDULE-B)						
Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.		
<u>1</u>	PART "A" CIVIL WORK.	<u> </u>			<u></u>		
1	Dismantling glazed or encaustic tiles etc (SI No:55 P-13)		786.50 s: Seven Hund: six & Ps: Fifty) (	%Sft Only	794		
2	Pacca brick work in ground floor in cement sand mortar ratio 1:6 (St.No:5 (i-e) P-20)		12674,36 s: six Hund: Se : Thiry six) Only		25729		
3	Cement plaster 1:6 upto 12'ft; height 1/2" thick.(SI No:13(b) P-51)	-	2206.60 vo Thou: Two he & Ps: Sixty ) only		12600		
4	Cement plaster 1:4 upto 12'ft: height 3/8" thick.(SI No:11(a) P-51)	•	2197.52 vo Thou: One he on & Ps: Fifty Tw		12548		
5	Laying white marble 3/4" thick flooring fine dressed in the Laying white marble 3/4" thick flooring fine dressed in the surface without winging set in lime mortar 1:2 i/c rubbing and polishing of the joints.(Si No:28(a) P-42)	49 Sft 567.48 P.Sft (Rs: five hund: sixty seven & Ps: forty eight ) only			27807		
6	$P/I^{-}$ iron collapsible Gate with channel framing of section $3/4$ " x $5/16$ " at 4" i/c revitted with $3/4$ " x $4/8$ " flat iron pattiplaced diagonally and provided with top and bottom T-Section 1" x 1" $1/8$ " along with arrangement and fixing in floor / ceiling or wall etc. complete ( S.I No. $32 P - 93$ )	•	387.04 se Hund; eighty s s: zero four) Only		13546		
7	Rubbing and Polising old measic floor. (S.I No. 26 P-42).	519 Sft	1228.92	%Sft	6378		
		•	ve hund: tewnty s: ninty two) Only	_			
8	S/i <sup>2</sup> in position Aluminium channels framing for hinged doors or Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles, stoppers etc. (Si No:83(b) P-107) (b) Delux model Bronze)	•	1507.66 e Thoud: Five Hi L Ps: Sixty Six) (		39199		
9	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (Silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris	•	3444.38 se Thoud: four H & Ps: thirty eight		5614		
10	Distempering three coats. (SI No:24(c) P-53)	258 Sft. 1079.65 %Sft. (Rs: One Thoud: sevnty nie& Ps: Sixty five) Only			2785		

Total Rs. 147,000

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.			
2	NON-SCHEDULE-ITEM.							
1	Providing and laying Master granite tiles fully glazed finsih jointed in white cement and laid over 1:2 grey cement sand mortar 3/4" thick in/c finishing & filling of joint with slury of white cement or tile grout in desired shape in/c cutting of tiles to proper profile ( on floor or facing ) size 24" x 24" x 1/4".	130 Sft		P.Sft				
2	Making and Fixing in position Granite Marble 1" thick for counter including Gola fixing with silicone sealant, making holes in walls, cutting holes of required dia and making edges etc complete in all respects.	176 Sft		P.Sft				
3	Making and Fixing in position glass Door 12 mm thick including both uper and lower rail 3" thick of alcope made, Hinge motor , handle and lock etc complete in all respects .	128 Sft		P.Sft				
4	Making and Fixing in position glass counter 12 mm thick including side support of glass (12mm) fixing with silicone sealant fixing in granite marble with D-clip and making holes in counter glass of required ddia etc complete in all respects.	56 Sft		P.Sft				
5	Glass Mirror Hitching.	22 Sft		P.Sft				
6	Providing & Fixing Deodar Wood Robe i/c Boxing with back Shelves, Shutter, Drawers & Brangs Fittings Such as Handles, locking Arrangement Hanger Rod, Shoe Rod & Mirror Measuring 2'-1' Complete as per directions of Engineer / Incharge Etc Complete.	200 Sft		P.Sft				
				Total Rs.	·			

#### (GENERAL-ABSTRACT)

1 P	PART "A"	CTVII.	WORK
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147,000 Rs:

2 NON-SCHEDULE-ITEM.

Rs:

G.Total Rs.

# **TERMS & CONDITIONS.**

- 1 No cartage on any item of work shall be paid.
- No premium non schedule of item will be paid.
  100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

(CONTRACTOR)

# STANDRD BIDDING DOCUMENT FOR

# PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work :	M & R to I.T Room Session Court Hyderabad, (S/F CC Tv Cameras)
02. Name of Contractor:	<u>M/S</u> .
03. Tender Amount :	Rs. <u>500,000/-</u>
04. Earnest Money ;	Rs. <u>10,000/-</u>
05. Tender Fee :	Rs. <u>1000/-</u>
06. Completion Period:	02 Months
07 D D N., e D.,	D.D.Y.

**EXECUTIVE ENGINEER,** PROVINCIAL BUILDINGS DIVISION **HYDERABAD** 

# 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 Concitions 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 Estim ated 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 Eules 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

Contractor

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 busined 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.

Contractor

# **BIDDING DATA**

(This section should be filled in Documents).	by the Engineer/Procuring Agency before issuance of the Bidding					
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.					
(b). Brief Description of Works:	M & R to 1.T Room Session Court Hyderabad, (S/F CC TV Cameras).					
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.					
(d). Estimated Cost:	Rs. 500,000/-					
(e). Amount of Bid Security:	2% (Rs. 10,000/-)					
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).					
(g).Security Deposit:-(including bio	Security): 10% (Rs. 50,000/-)					
(h). Percentage, if any, to be deduc	ted from bills: 8% (Rs. 40,000/-)					
(i). Deadline for Submission of Bid	Is along with time: <u>0.7</u> .04.2015 up to 2.00 PM					
(j). Venue, Time, and Date of Bid (	Ppening: G.O.R Colony, <u>67</u> .0€2015 at 2:30 PM					
(k). Time for Completion from written order of Commence: <u>02 Months.</u>						
(l). Liquidity damages:(0.05%						
(m). Deposit Receipt No: Date: Amount: (in words and figures)						

Contractor

# 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 subo dinate-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 a lowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

# Clause - 3: Termination of the Contract.

- Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions ekits:-
  - (') contractor causes a breach of any clause of the Contract;
  - (i) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired:
  - (ii) 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;
- The Executive Engineer/Procuring Agency has power to adopt any of the following courses **(b)** as may deem fit:
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) (1)
  - to finalize the work by measuring the work done by the contractor. iii)
- In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, (C) the contractor shall have:
  - 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 (i) of, or with a view to the execution of the work or the performance of the contract.
  - 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.

Contractor

Clause :: 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 cata, 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 vork may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinare to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the neasurement 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 nems 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.

Contractor

#### 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 contactor 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.

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 camage done intentionally or unintentionally on or off the site by the contractor's labour shall be pair by him.

Contractor

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 surph's 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.

Centractor

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 Hyderabad

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
-		2	3	4	5	6
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Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A	!		· · · · · · · · · · · · · · · · · · ·
Port B			
Part-C			<del></del>
Part-C	, , , , , , , , , , , , , , , , , , ,		
		Grand Total:	

Cc ntractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
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Total (B) in words & figures:

Contractor

# SUMMARY OF BILL 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

# M&R TO I.T ROOM AT SESSION COURT BUILDING HYDERABAD. (E.I WORK)

Sr.	( SCHEDULE-B )							
No	Name of Item.	Quantity	Rate	Unit	Amount.			
1	PART "A" CIVIL WORK							
1	Wiring for light or fan point with (3/.029) PVC insulated wire in 20mm 3/4" channel patti on surface as required. (S.I No.129 P -15)	25 Nos (Rs: Ni	910.00 ine Hund: Ten) o	Each nly	22750			
2	Wiring for Plug pont with (3/.029) PVC insulated wire in 20m n 3/4" channel patti on surface as required. (S.I No.130 P -15)	20 Nos (Rs: Seven	742.00 Hund: Fourty Tv	Each (o) only	14840			
3	Wiring for mains with 2-1/1.78(7/.029) PVC insulated wire in 20mm(3/4") PVC conduit. (S.I.No.119(k) / P-44).	250 Rft (Rs: One H	171.00 und: Seventy On	P.Rft e) only	42750			
4	Wiring for mains with 2-7/1.04(7/.044) PVC insulated wire in 25mm(1") PVC conduit.	200 Rft (Rs: Thi	305.00 ree Hund: Five) o	P.Rft	61000			
5	Wiring for mains with 2-7/0.64 PVC insulated wire in PVC Concuit on Surface. (S.I.No. 7 P-1).	200 Rft	605.00 x Hund: Five) on	P.Rft	121000			
6	Providing & fixing bakelite ceiling rose with two terminals. ( S.I. No. B-228 $$ P - 33).	12 Nos	72.00 eventy Two) onl	Each	864			
7	Providing & fixing brass battern holder (S.I. No. B-232, P - 33).	13 Nos	70.00 : Seventy) only	Each	910			
8	Providing & Fixing of Flood Light 400 Watts (HPIT) Having IP65 Classification with 400 wattw lamp, Chowk, Capacitor ignator 7 internal Wiring Complete (S.I.No. 167 P-26).	2 Nos (Rs: Si	16980.00 xteen Thous: Nir d: Eighty) only	Each ie	33960			
9	Providing & Fixing 400 watts (HPIT) Lamp @ the as per site requirement & instruction of Engineer in Charge (S.I.No. 185 P-29).		2380.00 wo Thous: Three d: Eighty) only	Each	4760			
10	Providing & Fixing 400 watts (HPIT) Chowk @ the as per site requirement & instruction of Engineer in Charge (S.I.No.186 P-29).		4375.00 ourThous: Three Seventy Five) onl		8750			
11	Providing & Fixing 250 Watts Ignator in all respect at the Height up to 40Ft with the help of hydaulic crance & maual labour as per site requirment and instruction of E.I (S.I.No. 178 P-38).	3 Nos (Rs: 0	1119.00 One Thous: One I: Ninteen) only	Each	3357			
12	Providing & Fixing Circuit Breaker 6 Amps to 63 Amps S.P Including Fixing as required. (S.I.No.203 P-31).	30 Nos (Rs: Nine l	916.00 Hund: Sixteen) o	Each	27480			
13	Provicing & Fixing Circuit Breaker 6 Amps to 63 Amps D.P Including Fixing as required. (S.I.No.204 P-31).	5 Nos (Rs: T	2456.00 wo Thous: Four : Fifty Six) only	Each	12280			
14	Provicing & Fixing Circuit Breaker 100 Amps Triple Pole including fixing as required (S.I.No.207 P-31).	3 Nos (Rs: N	9261.00 ine Thous: Two Sixty One) only	Each	27783			
			Т	otal Rs.	382,484			
<u>2</u>	PART "B" NON-SCHEDULE ITEM.			_	<u>·</u>			
1	Providing & Fixing Energy Saver 25 Watt Superior Quality i/c fixing on Existing Holder etc Complete.	24 Nos		Each				
2	Providing & Fixing Energy Saver 85 Watt Superior Quality i/c fixirig on Existing Holder etc Complete.	13 Nos		Each				
3	Providing & Fixing Fancy Bulb 85 Watt.	11 Nos		Each				
4	Providing & Fixing Connection Joinder Connector 100 Amps.	3 Nos		Each				
5	Providing & Fixing Fancy Light Multy Bulb.	5 Nos		Each				
6	Providing & Fixing Sun Light Lamp 500 Watts.	7 Nos		Each				

Sr.	**			<del></del>	
No.		Quantity	Rate	Unit	Amount.
7	Providing & Fixing Lamp Rod 1000 Watts. Page 2	3 Nos		Each	
8	Providing & Fixing 40 Watts 220 Volts Tube Light Lamp Rod Philiphs.	7 Nos		Each	
9	Providing & Fixing 40 Watts 220 Volts Chowk Tube Light Original Copper Philiphs.	5 Nos		Each	
	Providing & Fixing Starter 220 Volts For Tube Light.	11 Nos		Each	
11	Supplying & Fixing Mix Metalic Sheet 2,4,6,8 Hole i/c Frame & PVC Board Clip Switch etc as required.	11 Nos		Each	
12	Supplying & Fixing Mix Metalic Sheet Switch Socket & Bell Push etc as required.	31 Nos		Each	
13	Supplying & Fixing A.C Power Plug Complete with Switch Socket 3 Pin Socket Unit PVC Base Fixing Fixing on Existing Wall Made in (Clipsil Autria) With Cutting Some Refilling the wall.	9 Nos		Each	
14	Suprilying & Fixing A.C Universal 10 to 15 Amp Super Quality.	3 Nos		Each	
15	Supplying & Fixing Fancy Type Light Fixture Fully Covered with brass ring holder i/c reflector shade suitable for our side a ceiling complete.	3 Nos		Each	
16	Providing & Fixing Push Type Light Flash Type Dimmer Imported Quality.	5 Nos		Each	
17	Providing & Fixing Holder in Fancy Light i/c Labour Charges.	7 Nos		Each	
18	Supplying & Fixing Halooden Light With 45 watt Energy Save: with wiring fitting Etc Complete.	6 Nos		Each	
	Providing & Fixing Board Dubble Shutter to Accommodate circuit breaker i/c Painting with the enamaled paint and canopy Required.	5 Sft		P.Sft	
20	Supplyinh & Fixing Exhaust Fan.	2 Nos		Each	
	(GENERAL-ABSTRACT)		Т	otal Rs	

# (GENERAL-ABSTRACT)

1 PART "A" CIVIL WORK

Rs: 382,484

2 PART "B" NON-SCHEDULE ITEM.

Rs:

G.Total Rs:

# TERMS & CONDITIONS.

- 1 No cartage on any item of work shall be paid.
- 2 No pre-mium non schedule of item will be paid
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

(CONTRACTOR)

PROVINCIAL BUILDINGS ELECTRICAL SUB-DIVISION HYDERABAD.

**EXECUTIVE ENGINEER** PROVINCIAL BUILDINGS DIVISION HYDERABAD.

# STANDRD BIDDING DOCUMENT

# FOR PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

01. Name of Work

Re-Construction of Multi Storied Flats

Peon's Colony Hyderabad, (E.I Work).

02. Name of Contractor:

M/S

03. Tender Amount

Rs. 5,00,000/-

04. Earnest Money

Rs. 10,000/-

05. Tender Fee

Rs. 2500/-

06. Completion Period:

01 Month

07. D.R No. & Date

D.R No.

EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

# 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

Ca itractor

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.

- All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fu fills 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.
- Bid without bid security of required amount and prescribed form shall be rejected.
- bids determined to be substantially responsive shall be checked for any arithmetic errors. 10. Arithmetical errors shall be rectified on the following basis:
- 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. (A)
- In case of item rates. If there is a discrepancy between the unit rate and the total cost that is brained 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 (B) 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.
  - Where there is a discrepancy between the amounts in figures and in words, the amount in (C) words will govern.

Contractor

# **BIDDING DATA**

(This section should be filled in Documents).	by the Engineer/Procuring Agency before issuance of the Bidding					
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.					
(b). Brief Description of Works:	Re-Construction of Multi Storied Flats Peon's Colony Hyderabad, (E.I Work).					
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.					
(d). Estimated Cost:	Rs. 5,00,000/-					
(e). Amount of Bid Security:	2% (Rs. 10,000/-)					
(f).Period of Bid Validity (days):	60 Days. (Not more than sixty days).					
(g).Securi y Deposit:-(including bio	I Security): 6% (Rs. 30,000/-)					
(h). Percentage, if any, to be deducted from bills: 4% (Rs. 20,000/-)						
(i). Deadl ne for Submission of Bid	s along with time: <u>07.05.2015</u> up to <u>2.00 PM</u>					
(j). Venue, Time, and Date of Bid (	Opening: G.O.R Colony, 07.05.2015 at 2:30 PM					
(k). Time for Completion from wri	tten order of Commence: <u>01 Month</u>					
(I). Liquidity damages:	(0.05%					
(m). Depos t Receipt No: Date: Amoun	nt; (in words and figures)					

Contractor

# 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 subo dinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

# Clause - 3: Termination of the Contract.

- Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions (A)
  - (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
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (v) 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;
- The Executive Engineer/Procuring Agency has power to adopt any of the following courses **(B)** as may deem fit:
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) (i)
  - to finalize the work by measuring the work done by the contractor. (ii)
- It the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:
  - no claim to compensation for any loss sustained by him by reason of his having purchased or (i) 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,
  - however, the contractor can claim for the work done at site duly certified by the engineer in writing regarding the performance of such work and has not been paid. Procuring Agency/Engineer may invite fresh bids for remaining work.

Contractor

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 surpose 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 instruct ons 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 for as admissible, adjusted, if possible before the expiry of ich 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

• Contractor

#### 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 contactor 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 tems 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.

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 Enginee. 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 ail 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.

Contractor

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/cfficer/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, estimated 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 con ractor shall be liable for recovery as arrears of Land Revenue.

Contractor

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 each 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 Hyderabad

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
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Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Port-B			
Part-C			
Part-D			
		Grand Total:	

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3		5	6
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Total (B) in words & figures:

Contractor

### SUMMARY OF BILL 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

# Re - Construction Of Multi Stored Flats Peons Colony Hyderabad..

### Schedule - "B"

### Part - "A" Schedule Item

S. No	Name of Item	Qty	Rate	Unit	Amount
		-			<u> </u>
01	Wiring for light or fan point with 3/0.29 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or columns as required. (Si-124, P-15).	75 Nos	1130 One thou: one hund: thirty rup:	Each	84750/-
02	Wiring for plug point with 3/.029 PVC insulated by in 20 mm (3\4") PVC Conduit recessed in the wall or column as required (Si-126, P-15).	24 Nos	985 Nine hund: eithy five rup:	Each	23640/-
03	Wiring for call bell point with 3/.029 PVC insulated by in 20 mm (3\4") PVC Conduit recessed in the wall or column as required (Si-128, P-15).	4 Nos	1764 One thou: seven hund: sixty four rup;	Each	7056/-
04	Providing &Laying (Main or sub Main) PVC insulated with size 2-7/.29 Copper conductor in (3/4') dia PVC conduit recessed in the wall or column as required.(Si-10,P-2)	150 Mtr	222 Two hund: twenty two rup:	P. Mtr	33300/-
<b>0</b> 5	Providing & Laying (Main or Sub Main) PVC insulated with size 2 - 7/.44 (6mm2) copper conductor in (3/4") dia PVC conduit recessed in the wall or column as required. (Si-12, P-2)	140 Mtr	341 Three hund: forty one rup:	P. Mtr	47740/-
<b>0</b> €	P/L (Máin or Sub Main) PVC insulated with size 2 – 7/0.64 (16mm2) copper conductor in <sup>3</sup> / <sub>4</sub> " dia PVC conduit recessed in the wall or column as required. (Si-14, P-2)	90 Mtr	641 Six hund: forty one rup:	P. Mtr	57690/-
07	P/F B.C bakelite angular type bittern holder. (Si-1, P-14).	50 Nos	69 Sixty nine rup:	Each	3450/-
80	P/F Circuit breaker 6,10,15,20,30,40,50, & 63 amp DP (TB-5S) on a prepared board as required. (Si-204, P-31)	4 Nos	2456 Two thou: four hund: fifty six rup:	Each	9824/-
	P/F Circuit breaker 6,10,15,20,30,40,50, & 63 amp SP (TB-5S) on a prepared board as required. (SI-203, P-31)	16 Nos	916 Nine hund: sixteen Rup:	Each	14656/-
	P/F Circuit breaker 3, 5, 10, 15, 20, & 30 amp TP (XS – 30NS [NB]) on prepared board as required. (Si-205, P-31).	3 Nos	5301 Five thou: three hund: one Rup:	Each	15903/-
	•		-	Total =	256344/-
			_		

# Part - "B" Non - schedule Item

01 P/F A.C or D.C electric bell 200/250 volts 70 mm 4 Nos (2-3/4") Gong (Imported).

Each.

S.N	0 Name of Item	Qty	Rate Unit	Amount
		<u> </u>	Tate   Ont	Amount
02	P/F 10 amps polycarbonate flame retardant bell push with fancy base plate fixed in die fabricated powder coated metal board recessed in wall or column I/c connection as required. (E31/MBPR Clipcal makes).		Each	
63	P/F Mild steel bar fan clamp 15.8mm (5/8") dia suitable for RCC roof.	12 Nos	Each	
04	P/F Distribution panel board of 3/8" thick sheeting double shutter to accommodate circuit breaker I/c painting with enameled paint.	4.0 Sft	P. Sft	
05	P/F 1 – 40 watts tube light complete with 40 watt 4' – 0" long rod, choke, starter, and base putty with Phillips components I/c necessary electric connection and fixing on wall or ceiling etc complete (Phillips).	8 Nos	Each	
03	P/F Energy saver (18 to 24 watts) superior quality l/c fixing on existing holder etc complete. (Imported).	50 Nos	Each	· .
07	P/F Hard drawn bare copper wire No 16 SWG as earth continuity conductor with any given mains or sub main in all system of wiring I/c metallic electrical accessories (1st dass Quality)	200 Rft	P. Rft	
08-	P/Installing 140 CM (56") sweep ceiling Fan with blade, canopy standard length of down rod l/c connection with 14.0076" flexible wire complete as required (With Dimmer) (Millat / Pak / Asia / Younus / Climax / Royal).	12 Nos	Each	
09	P/F 10 amps polycarbonate flame retardant one way switch with fancy base plate fixed on die fabricated powder coated metallic board recessed in wall or column I/c connection as required (E31/2/3A Clipsal make).			
	(I) One Switch Plate	4 Nos	Each	
	(II) Four Switch Plate	12 Nos	Each	
	(II) Five Switch Plate	12 Nos	Each	
	(IV) Six Switch Plate	12 Nos	Each	
	P/F 10 amps polycarbonate flame retardant 2 – Pin switch, socket unit (Universal) with fancy base plate fixed on die fabricated powder coated metallic body recessed in wall or column l/c connection as required (E15U Clipsal make).	24 Nos	Each	
	P/F Flush type three pin SP plug socket switch & shoe unit on metallic board recessed in the wall or column and covered with plastic sheet suitable for Air conditioner etc (Imported Clipsal Shape).	4 Nos	Each	

S. No	Name of Item	<del></del>		1 7	
3.110	Name of Item	Qty	Rate	Unit	Amount
12	P/F Exhaust Fan 280mm (12") sweep butterfly shutter for exhaust fan complete as required this rate also I/c in cutting of wall & beam up to required site fixing exhaust fan with connection & finishing the hole with cement etc complete in all respects (1 <sup>stc c</sup> lass quality).	2 Nos		Each	
13	P/F TV point I/c 30mtr TV cable of 120ohms socket back box etc complete (Clipsal Shape).	2 Nos		Each	
14	Wiring for Main Twin core cable 7/.052 PVC insulated & PVC sheeted.	400 Rft		P. Rft	
				Total =	

# GENERAL ABSTRACT

Part – "A" Schedule Item	256, 344/=
Part – "B" W.I Work	
Grand Total	
Say Rs:	

### Terms & Conditions

- \* Non premium shall be allowed on item based on Market rates sanction by competent authority outside the schedule of rates Enforced.
- \* Nothing shall be paid for cartage of any material what so ever brought at the sight of work including the material cartage from Government store.
- \* The material was use in the name of work of the finish redact can be got tasted from any approved Laboratory as per directed By the Executive Engineer, In charge or his representative all expenses in condition with such testing shall be born by the Contractor exclusively without any re-embossment or claim against the Government on this account.

Contractor

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ASSISTANT ENGINEER
Electrical Sub Division
Provincial Buildings

Hyderabad

# STANDRD BIDDING DOCUMENT FOR

# FOR PROCUREMENT OF WORKS

(For Contracts Costing up to Rs. 2.5 Million)

(4. Name of Work

M & R to Officers Flat No. 03 G.O.R Colony

Hyderabad.

02. Name of Contractor:

M/S

33. Tender Amount :

Rs. 5,00,000/-

14. Earnest Money

Rs. 10,000/-

05. Tender Fee

Rs. 2500/-

96. Completion Period :

01 Months

97, D.R No. & Date :

D.R No. , Dated:

EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD

# 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 sig ted.

1. All work proposed to be executed by contract shall be notified in a form of Notice laviting 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 Ccst/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 Bld 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

Contractor

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.

- All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring 6. 7.
- Any hid received by the Agency after the deadline for submission of bids shall be rejected Agency.
- Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the and returned a nopened to the bidder. 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 101 fulfill any of these conditions, it shall not be evaluated further.
  - Bid without bid security of required amount and prescribed form shall be rejected.
  - Bid; determined to be substantially responsive shall be checked for any arithmetic errors. 10. Arithmetical errors shall be rectified on the following basis;
  - 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. (A)
  - In case of item rates, . If there is a discrepancy between the unit rate and the total cost that is brained 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 **(B)** tate 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.
    - Where there is a discrepancy between the amounts in figures and in words, the amount in (C) words will govern.

Contractor

# **BIDDING DATA**

(This section should be filled in Documents).	by the Engineer/Procuring Agency before issuance of the Biddii				
(a). Name of Procuring Agency:	Executive Engineer Provincial Buildings Division Hyderabad.				
(b). Brief Description of Works:	M & R to Officers Flat No. 03 G.O.R Colony Hyderabad.				
(c).Procuring Agency's address:	Provincial Buildings Division G.O.R Colony Hyderabad.				
(d). Estimated Cost:	Rs. 5,00,000/-				
(e). Amount of Bid Security:	2% (Rs. 10.000/-)				
e). Amount of Bid Security: 2% (Rs. 10.000/-)  f).Period of Bid Validity (days): 60 Days. (Not more than sixty days).					
(g).Security Deposit:-(including bi	id Security): 10% (Rs. 50,000/-)				
(h). Percentage, if any, to be dedu	cted from bills: 8% (Rs. 40,000/-)				
(c). Procuring Agency's address:  Provincial Buildings Division G.O.R Colony Hyderabad.  (d). Estimated Cost:  Rs. 5,00,000/-  (e). Amount of Bid Security:  2% (Rs. 10.000/-)  (f). Period of Bid Validity (days):  60 Days.  (Not more than sixty days).  (g). Security Deposit:-(including bid Security): 10% (Rs. 50,000/-)  (h). Percentage, if any, to be deducted from bills: 8% (Rs. 40,000/-)  (i). Deadline for Submission of Bids along with time: 07,05.2015 up to 2.00 PM  (j). Venue, T me, and Date of Bid Opening: G.O.R Colony, 07.05,2015 at 2:30 PM					
(c). Procuring Agency's address:  Provincial Buildings Division G.O.R Colony Hyderabad.  (d). Estimated Cost:  Rs. 5,00,000/-  (e). Amount of Bid Security:  2% (Rs. 10.000/-)  (f). Period of Bid Validity (days):  60 Days.  (Not more than sixty days).  (g). Security Deposit:-(including bid Security): 10% (Rs. 50,000/-)  (h). Percentage, if any, to be deducted from bills: 8% (Rs. 40,000/-)  (i). Deadline for Submission of Bids along with time: 07,05.2015 up to 2.00 PM					
(k). Time for Completion from w	ritten order of Commence: 01 Month				

C on tractor

(l). Liquidity damages: (0.05%

(m). Deposit Receipt No: Date: Amount: (in words and figures)

# CONDITIONS OF CONTRACT

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

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

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

# Clause - 3: Termination of the Contract.

- Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions (A) exits:-
  - (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
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the
  - (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;
- The Executive Engineer/Procuring Agency has power to adopt any of the following courses **(B)** as may deem fit:
  - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) (i)
  - to finalize the work by measuring the work done by the contractor. (ii)
- In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, (C) the contractor shall have:
  - 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 (i) of, or with a view to the execution of the work or the performance of the contract,
    - 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.

Contractor

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\_T: 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

Ail 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 nems 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 Enginee -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.

ConTractor

Clause - 9: Issuance of Variation and Repeat Orders.

- 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.
- Contractor shall not perform a variation until the Procuring Agency has authorized the (B) 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 contarctor has no right to claim for compensation by reason of alterations or curtailment of the work.
- In case the nature of the work in the variation does not correspond with items in the Bill of **(C)** 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 wo ked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- The time for the completion of the work shall be extended in the proportion that the **(D)** additional work bear to the original contact work.
- In case of quantities of work executed result the Initial Contract Price to be exceeded by more **(E)** 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.
- Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall **(F)** be subject of another contract to be tendered out if the works are separable from the original contract.

## Clause-10: Quality Control.

- Identifying Defects: If at any time before the security deposit is refunded to the (A) 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.
- Correction of Defects: The contractor shall be bound forthwith to rectify or remove and (**B**) 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.

### Uncorrected Defects: **(C)**

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 (i) remove, and re-execute the work or remove and replace the materials of articles complained of as the case may be at the risk and expense in all respects of the contractor.

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 indefault 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.

Contractor

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 abando ment 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.

# Ciause - 18: Financial Assistance / Advance Payment.

(A) iviobilization 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:
- (i) 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.

Contractor

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 eash 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 Hyderabad

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
<u> </u>	2	3	4	5	6
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Rates Quoted is as under:

	Amount of Schedule' B	Amount of Premium	Total
Part-A			
Part-B			
Part-C			
Part-D			· · · · · · · · · · · · · · · · · · ·
		Grand Total:	

Contractor

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
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<u> </u>	j				
	·	i		<u> </u>	
					<u> </u>
				1	

Total (B) in words & figures:

Contractor

# SUMMARY OF BILL 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 Hyderabad

# M&R TO FLAT NO. 3 OFFICER FLATS G.O.R COLONY HYDERABAD. SCHEDULE-B

Sr.	Sr. SCHEDULE-B					
No.	Name of Item.	Quantity	Rate	Unit	Amount.	
<u>t</u> 1	PART (A) CIVIL WORK. Scraping ordinary distemper, oil bound distemper or paint on walls (SI No:54(b) P-13)	(Rs: Two Hun	226.88 ld: Twenty Six y Eight) Only	%Sft	8826	
2	Applying floating coat of Cement 1/32" thick. (SI No:14 P-52)	538 Sft.	660.00 d: Sixty) Only	%Sft.	3551	
3	Cement plaster 1:6 upto 12'ft; height 1/2" thick.(SI No:13(b) P-51)	538 Sft. (Rs: Two Tho Six & Ps: \$	2206.60 u: Two hund: Sixty ) only	%Sft.	11872	
4	Cement plaster 1:4 upto 12'ft: height 3/8" thick.(SI No:11(a) P-51)	538 Sft. (Rs: Two Tho Ninty Seven & Ps	2197,52 u: One hund: :: Fifty Two ) o	%Sft.	11823	
5	Providing & laying tiles glazed 6"x6"x1/4" on floor or walls 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 i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc, complete i/c cutting tiles to proper profile. (SI No:60 P-46)	1064 Sft. (Rs: Thirty Thoud: Fi Seventy Se		%Sft. e & Ps:	324624	
6	Preparing the surface and painting with plastic emulsion paint of approved make. 2- coats (Old Surface). (S.I. No. 41 P.55).	4862 Sft. (Rs: One Thou Two & ps: Thir			68181	
7	POS & Painting of doors & windows any type 2-coats (SI Nc:4(c) P.67)	1008 Sft. (Rs: One Hund Sixty & Ps:		%Sft.	11693	
8	POS & Painting sashes, fan lights, glazed or gauzed doors & windows 2-coats (SI.No:4(b) P.67)	90 Sft. (Rs: Six Hun Four & Ps: Ni		%Sft.	607	
<u>2</u>	PART "B" W/S & S/F.		Tota	al Rs	441,177	
	P/F Orisa type white or colour glazed earthen ware W.C with cost of low level plastic flush tank of 3-gallons capacity of approved quality i/c making req: No: of holes in walls plinth & floor for pipe connection & making good in C.C 1:2:4 (A) W.C pan orisa type 23" with plastic tank of ow down 3-gallons C.I trap and C.I thumble (Superior quality) (ii) with 4" dia earthen ware trap and plastic thumble. (SI No:3(a-ii) P-2)	1 Nos: (Rs: Six Thou Sixty Six & Ps	d: Six Hund:	Each	6167	
2	S/F wash basen mixture of superior quality with crystal head 1/2" dia. (SI No:14(b) P-19)	1 Nos (Rs: Three Thou Seventy Ni	d: One Hund:	Each	3179	
	P/F 24"x18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6 inche built into wall, painted white in two costs after a primary cost of red lead paint a pair of 1/2" dia chrome plate trap 1-1/2" dia rubber plug & chrome plate de chain 1-1/4" dia malloable iron or c.p brass trap ma loable iron or brass union & making req: No: of holes in walls plinth & floor for pipe connection and making good in C.C 1:2:4 (Standard pattern) (SI No:8 P-3)	1 Nos: (Rs: Four Thous twenty Eight & P	: Nine Hund:	Each	4929	

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
4	Acid: extra for labour for providing & fixing of earther ware pedestal white or colour glazed (Foreign or equivalent) (SI No:11 P-3)	1 Nos: (Rs: Two Thoud: Five Ps: Fourty \$	2533.47 Hund: Thirty Seven) Only	Each Three &	2533
5	P/² European type white glazed earthen ware wash down W.C pan complete with and i/c the cost of white/black plastic seat (Best quality) and lid with c.p brass hinges best quality & buffers 3-gallons plastic flushing cistern with internal fitting with fitting and clamps 3/4." dia cutting and making req: No: of holes in walls plinth & floor for pipe connections and making good in C.O 1:2:4 (SI No:5 P-2)	(Rs: Eleven Tho Seventy Seven &	11477.40 aud: Four Hui Ps: Fourty) (	Each nd Only	11477
6	S/IF Sink mixture cock of superior quality with c.p head etc complete. (SI No:17 P-19)	1 No {Rs: Two Tho Hund: Fourty		Each	2745
7	S/F: C.P Muslim shower with crystal head etc complete. (SI No:19 (b) P-19)	2 Nos: (Rs: Three Thou Thirty Tw		Each i:	6864
8	Supplying and Fixing Cancealed Tee-Stop Cock of Superior Quality with C.P Head 1/2" dia (SI No:12 (a) P-18]	7 Nos: (Rs: Eighty Hund & Ps: Ninty		Each e	5907
9	P/F in position nyloon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nyloon connection. (SI No:23 P-6)	6 Nos: (Rs: Four Hund: & Ps: Fifte		Each n	2683
10	S/F Long bib cock of crystal head 1/2" dia (SI No:13(b) P-19)	3 Nos: (Rs: One Thoud: Three Ps: Twenty F	1384,24 Hund: Eighty Four) Only	Each Four &	4153
11	S/F Bath room accessories (7-pieces) i/c towel rod, brush holder, soap tray, shelf of approved quality and design i/c cost of screws, nuts etc complete.  (Master Brand) (SI No:23 P-19)	1 Nos: (Rs: Ten Thoud: Twenty Two & Ps			10322
12	P/F 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 i/c making req: No; of noles in walls plinth & floor for pipe connection and making good in C.C 1:2:4. (SI No:20 P-6)	6 Nos: (Rs: Two Thoud: & Ps: Fourty 1		Each r	12147
13	P/F 4" dia C.I soil & vent pipe i/c cutting & fitting & extra painting to match the colour of the building. (SI No:1 P-9)	10 Rft (Rs: Three Hund & Ps: Twenty	•	P.Rft	3333
14	P/F M.S clamps of the approved design to 4" dia C.I pipe sockets i/c the cost of cutting & making good to wall or M.S bolts & nuts, 4" into wall i/c pipe distance pieces extra painting to match the colour of the building. (SI No:2 P-9)	20 Nos: (Rs: Sevent Ps: Sixtee		Each	1443
15	P/F 4"x4" dia C.I branch of the required degree with access doors, rubber washer 3/8" thick & bolts & nuts & extra painting to match the colour of the building. (SI No:4 P-9)	2 Nos: (Rs: Seven Hun	702,00 d: Two) Only	Each	1404
16	P/F 4" dia C.I offset bend of various length i/c extra painting to match the colour of the building (SI No:8 P-10)	4 Nos: (Rs: Seveл Hun-	702.00 d: Two) Only	Each	2808
17	Supplying and Fixing Jet Shower with Rod of Superior Quality single C.p Head 1/2" dia. (S.I.No. 16 P-19).	1 Nos (Rs: One Thoud: O Two & Ps: Twen			1142
			Tota	al Rs	83,236

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Sr.	Name of Item.	<del></del>		<del></del> ,	
No	Page 3	Quantity	Rate	Unit	Amount.
<u>3</u>	PART "B" W/S & S/F. (Pipes)				
1	Providing G.I pipes, special & clamps etc i/c fixing cutting & fitting complete with & i/c the cost of breaking through walls & roof, making good etc, painting two coats after cleaning the pipe etc, with white zink paint with pigment to match the colour of the building and testing with water to a pressure head of 200 feet and handling.(SI No:1 P-11)				
a)	1/2" dia pipe.	80 Rft (Rs: Sever Ps: Twenty	73.21 nty Three & y One) Only	P.Rft	5857
2	Providing, Laying UPVC Pressure Pipes of Class 'B' (Equivalent Make) Fixing in Trench i/c Cutting, Fitting and Jointing with 'Z' Joint with One rubber ring i/c testing with water to a head 61 meter or 200 ft. (b) 100 mm (4" dia) (S.I.No. 1(b) P-22 P.H.S).4" dia.	20 Rft (Rs: One Hund: 1	137.00 Thirty Sevne)	P.Rft Only	2740
			То	tal Rs.	8597
<u>4</u>	PART "C" E.I WORK.				
1	Wiring for light or fan point with (3/,029) PVC insulated wire in 20mm 3/4" PVC conduit on surface as required, (S.I No,123 P -15)	9 Nos (Rs: Seven Hund:	797.00 Ninty Seve)	Each Only	7173
2	Wiring for Plug point with (3/.029) PVC insulated wire in 20mm 3/4" PVC conduit on surface as required. (S.I No.125 P -15)	9 Nos (Rs: Six Hund: S	669.00 Sixty Nine) Oi	Each nly	6021
3	Providing & fixing one way SP 5amp switch flush type. ( S No. A-219 P - 33).	5 Nos (Rs: Fifty F	54.00 our) Only	Each	270
4	Providing & fixing two pin 5amp plug & Socket. (S.I. No. A-222 P - 33).	5 Nos (Rs: Eigh	80.00 ty) Only	Each	400
	Providing & fixing circuit 6,10,15,20,30,40,50 & 63 amp SF (TB-5S) on prepared board as required. (S.I. No. 203 P - 31).	5 Nos (Rs: Nine Hund:	916.00 Sixteen) Onl	Each ly	4580
6	Providing & fixing bakelite ceiling rose with two terminals. (S.I. No. B-228 P - 33).	6 Nos (Rs: Seventy	72.00 Two) Only	Each	432
	Providing and Laying (Main or Sub-Main) PVC insulated with size 2-7/0.29 Copper Conductor in 3/4" dia PVC Conduit recessed in the wall or column as required. (SNo. 10-P-2).	10 Nos (Rs: Two Hund: Tv	222.00 venty Two) 0	Each inly	2220
8	Providing & fixing brass battern holder (S.I. No. B-232, P - 33).	10 Nos (Rs: Seven	70.00 ty ) Only	Each	700
9	Prc viding & fixing Brass Ceiling fan 56" (Good Quality) [S I. No. C-235 P - 34).	1 Nos (Rs: Three Th Hund: Eighty		Each	3185

Total Rs. 24,981

o	Name of Item.	Quantity	Rate	Unit	Amount.
<u>( G</u>	ENERAL-ABSTRACT)	ge 4	<del></del>	<b></b>	
1 PART (A) (	CIVIL WORK.	Rs:	441,177		
PART "B"	W/S & S/F.	Rs:	-		
PART "B"	V/S & S/F. (Pipes)	·	83,236		
PART "C" 1	·	Rs:	8,597		
	S.I WORK.	Rs:	24,981		
		G.Total Rs.	557,991		

### TERMS & CONDITIONS.

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitraction clause stand from the agreement.

(CONTRACTOR)

ASSISTANT ENGINEER
PROVINCIAL BUILDINGS SUB-DIVISION-I
HYDERABAD.

EXECUTIVE ENGINEER PROVINCIAL BUILDINGS DIVISION HYDERABAD.