

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Renovation / Rehabilitation of paviour block courtyard in DC House Interior side balance work kamber.

NIT SR: NO: 01

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

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6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Renovation ,Rehabilitation of paviour block courtyard in DC House Interior side balance work kamber
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 3.600 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 72,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	Rs: 180,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	09 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 3,000
N	Rate Quoted by Contractor	Part A _____ Part B _____

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CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

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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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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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Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

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Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

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BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

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STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of paviour block courtyard main road to word porch of DC House kamber.

NIT SR: NO: 02

Standard Bidding Document

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

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J	Time for completion from written order of commence	09 Moth.
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 2,000.
N	Rate Quoted by Contractor	Part A _____ Part B _____

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CONDITIONS OF CONTRACT

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BUILDING DIVISION
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Procuring Agency / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Renovation /Rehabilitation of bar bid wire i/c angle
Iron on C/Wall in DC House kamber.

NIT SR: NO: 03

Standard Bidding Document

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

Instruction 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 given 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Renovation /Rehabilitation of bar bid wire i/c angle Iron on C/Wall in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.150 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 3,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 7,500
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	01 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 300
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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Clause-16 Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer, of the circle / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Providing fixing steel grill over C/Wall in DC House
kamber.

NIT SR: NO: 04

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Providing fixing steel grill over C/Wall in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.600 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 12,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 30,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 750
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Providing fixing stainless steel grill for stair railing in DC House kamber.

NIT SR: NO: 05

Standard Bidding Document

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3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
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5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions according to the rules.
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 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Providing fixing stainless steel grill for stair railing in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.275 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 5,500
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs:13,750
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 300
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of External Drainage in DC House
kamber.

NIT SR: NO: 06

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of External Drainage in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.600 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 12,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 30,000.
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit.
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt.
J	Time for completion from written order of commence	02 Moth.
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil.
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 750
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

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- i) Contractor causes a breach of any clause of the contract
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- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
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- 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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.

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B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of External / Internal Water Supply in
DC House kamber.

NIT SR: NO: 07

Standard Bidding Document

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

Instruction 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 given 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of External / Internal Water Supply in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.200 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 4,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 10,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 300
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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.

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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Clause-16 Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer, of the circle / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Compound Wall Rasing in DC House kamber.

NIT SR: NO: 08

Standard Bidding Document

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

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3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Compound Wall Rasing in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.500 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 10,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 25,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

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EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

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BUILDING DIVISION
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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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
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Clause-19 Recovery as arrears of Land Revenue. Any sum due to the Government by the Contractor shall be liable for recovery as arrears of Land Revenue.

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Civil Work in DC House kamber
(Balance Work).

NIT SR: NO: 09

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Civil Work in DC House kamber (Balance Work).
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.600 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 12,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 30,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 750
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

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- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

EXECUTIVE ENGINEER
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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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
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Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
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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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
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Clause-19 Recovery as arrears of Land Revenue. Any sum due to the Government by the Contractor shall be liable for recovery as arrears of Land Revenue.

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
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BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Front Tile Work in DC House
kamber.

NIT SR: NO: 10

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

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6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadkot
	Brief Description of Work	Construction of Front Tile Work in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.500 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 10,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 25,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadkot
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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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EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

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EXECUTIVE ENGINEER
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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.

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A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid dada, 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.

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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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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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.

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A) No part of the works shall be covered up or put out of view / beyond the reach without giving notice of not less than five days to the Engineer, whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

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

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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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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Clause-16 Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer, of the circle / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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.

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A) Mobilization Advance is not allowed.

B) Secured Advance against material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Weather Coat in DC House kamber.

NIT SR: NO: 11

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Weather Coat in DC House kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.400 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 8,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 20,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of External Electrical Work in DC House kamber.

NIT SR: NO: 12

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
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 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of External Electrical Work in DC House Kamber.
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.500 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 10,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 25,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	02 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
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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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Internal Electrical Work in DC House kamber (Balance Work).

NIT SR: NO: 13

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency.	Executive Engineer, Building Division Kamber-Shahdadt.
	Brief Description of Work.	Construction of Internal Electrical Work in DC House kamber (Balance Work).
B	Procuring Agency Address.	D.C Complex Kamber.
C	Estimated Cost.	Rs: 0.700 (M).
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%).	2% 14,000.
E	Period of Bid Validity (days).	28 Days (Not more than Sixty Days).
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%).	Rs: 35,000.
G	Percentage, if any, to be deducted from Bills.	7.5% Income Tax & 5% Security Deposit.
H	Deadline for submission of Bids along with Time.	_____
I	Venue, Time and Date of Bid Opening.	Executive Engineer, Building Division Kamber-Shahdadt.
J	Time for completion from written order of commence.	03 Moth.
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%).	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 750.
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
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Procuring Agency / Executive Engineer may invite fresh bids for remaining work

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

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(CONTRACTOR)

EXECUTIVE ENGINEER

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION

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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 direction to accept the same at such reduced rates as he may fix therefore.

(CONTRACTOR)

EXECUTIVE ENGINEER

Clause-11

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(CONTRACTOR)

EXECUTIVE ENGINEER

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Corporch in DC House kamber .

NIT SR: NO: 14

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Corporch in DC House kamber .
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.400 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 8,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 20,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt.
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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.

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A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Veterinary Center at Dost Ali Taluka
Kamber.(W/S,S/Fitting)

NIT SR: NO: 15

Standard Bidding Document

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

Instruction 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 given information on bid submission opening and evaluation, and on the award of contract.

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

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2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
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Arithmetical errors shall be rectified on the following basis;
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 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Veterinary Center at Dost Ali Taluka Kamber.(W/S,S/Fitting)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.200 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 4,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 10,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 300
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Viternary Center at Dost Ali Taluka
Kamber.(Electrical Work)

NIT SR: NO: 16

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Veterinary Center at Dost Ali Taluka Kamber.(Electrical Work)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.300 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 6,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 15,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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.

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- 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Category III rd Bungalow in premises
in Assistant Deputy Commissiner at Mirokhan.
(W/S,S/Fitting)

NIT SR: NO: 17

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Category III rd Bungalow in premises in Assistant Deputy Commissioner at Mirokhan. (W/S,S/Fitting)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.300 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 6,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 15,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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.

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Category III rd Bunglow in premises
in Assistant Deputy Commissiner at Mirokhan.
(Electrical Work)

NIT SR: NO:18

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4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Category III rd Bungalow in premises in Assistant Deputy Commissioner at Mirokhan. (Electrical Work)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.300 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 6,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 15,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

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EXECUTIVE ENGINEER
BUILDING DIVISION
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Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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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BUILDING DIVISION
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Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Category III rd Bungalow in premises
in Assistant Deputy Commissiner at Nasirabad.
(W/S,S/Fitting)

NIT SR: NO: 19

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. 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.
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 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Category III rd Bungalow in premises in Assistant Deputy Commissioner at Nasirabad (W/S,S/Fitting)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.300 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 6,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 15,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

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- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
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- 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Construction of Category III rd Bungalow in premises in Assistant Deputy Commissioner at Nasirabad. (Electrical Work)

NIT SR: NO: 20

Standard Bidding Document

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

Instruction 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

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BUILDING DIVISION
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6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Construction of Category IIIrd Bungalow in premises in Assistant Deputy Commissioner at Nasirabad. (Electrical Work)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 0.300 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 6,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 15,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 500
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Integrated / Rehabilitation of THQ Hospital Mirokhan
(Coloring Work)

NIT SR: NO: 21

Standard Bidding Document

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

Instruction 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 given 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Integrated / Rehabilitation of THQ Hospital Mirokhan (Coloring Work)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 1.000 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 20,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 50,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 750
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the work 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 condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

E) In case of quantities of work executed result the Initial contract price to be exceeded by more than 15% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

F) Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid data, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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

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

(CONTRACTOR)

DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BUILDING DIVISION



KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Integrated / Rehabilitation of THQ Hospital Mirokhan
(Civil Balance Work)

NIT SR: NO: 22

Standard Bidding Document

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

Instruction 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 given 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 effecting 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 Tenders (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 documents 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 Date, Specifications or its reference, Bill of Quantities containing description of items with schedule 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 not 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 SPPR Rule 2010.
5. **Conditional Officer:-** 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 Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

6. The works shall be measured by standard instructions 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 bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill 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 documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

A	Name of Procuring Agency	Executive Engineer, Building Division Kamber-Shahdadt
	Brief Description of Work	Integrated / Rehabilitation of THQ Hospital Mirokhan (Civil Balance Work)
B	Procuring Agency Address	D.C Complex Kamber
C	Estimated Cost	Rs: 1.000 (M)
D	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	2% 20,000
E	Period of Bid Validity (days)	28 Days (Not more than Sixty Days)
F	Security Deposit:- (in % age of bid amount / estimated cost equal to 5%)	Rs: 50,000
G	Percentage, if any, to be deducted from Bills	7.5% Income Tax & 5% Security Deposit
H	Deadline for submission of Bids along with Time	_____
I	Venue, Time and Date of Bid Opening	Executive Engineer, Building Division Kamber-Shahdadt
J	Time for completion from written order of commence	03 Moth
K	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
L	Call Deposit Receipt	No: _____ Dated _____ Amount Rs: _____ of _____
M	D.R No:	No: _____ Dated _____ Rs: 750
N	Rate Quoted by Contractor	Part A _____ Part B _____

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

CONDITIONS OF CONTRACT

Clause-1 Commencement and 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 sub-ordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment of work.

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

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

Clause-3 Termination of the Contract.

A) Procuring Agency / Executive Engineer, may terminate the contract if either of the following condition exist:-

- 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 Executive 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

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

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 purchase or procured any materials, or entered into any engagements or made any advance on account of or which 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 / Executive Engineer may invite fresh bids for remaining work

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or paid or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with 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 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.

Caluse-6 Specification. The contractor shall executer the whole and every par 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive 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 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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Clause-7 Payments

A) Interim / Running Bill. A bill shall be submitted by the contractor 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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-In-Charge from recoveries from final bill and ratification 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 certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

A) Agency may issue a variation Order for procurement of works physical services from the original contractor to cover any increase or decrease in quantities including the introduction of new work times 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 contractor.

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

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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 dada, the Engineer-In-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

B) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

i) In the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

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Clause-11

A) Inspection of Operations. The Engineer and his subordinates, shall at all responsible 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 responsible 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 other wise 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 other wise 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 workman as if these acts, defaults or neglects were those of the contractor, his agents servants or workman. 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 / office / 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 specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of the 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 material 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 less than period more than three months (even if unutilized)

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

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

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DIVISIONAL ACCOUNTS OFFICER
BUILDING DIVISION
KAMBER-SHAHDADKOT

EXECUTIVE ENGINEER
BUILDING DIVISION
KAMBER-SHAHDADKOT

BILL OF QUANTITIES

A) Description and Rate of Items based on Composite Schedule of Rates

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted **Total Part B**

Total Part A+B in words and figures.

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BILL OF QUANTITIES

A) Description and Rate of Items based on Market (Offered Rates)

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (B)

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