SWICHEALTH ENGINEERING DEPARTMENT AND THE BE

Issue bid to M/S.MR.		
DR. No	_/ Dated:	
Tender Fee Rs:-		

REPAIR OF PUMP & PUMPING MACHINERIES I/C PANEL BOARD FOR O/M RURAL WATER SUPPLY SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT **HYDERABAD**

STANDARD BIDDING DOCUMENTS PROCUREMENT OF WORKS (For Contracts Costing upto Rs. 2.50 (M) to 50.0 (M)

STANDARD BIDDING DOCUMENT IS INTENDED AS A MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT RATES IN A BILL OF QUANTITIES TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTS.

Evaluation Criteria of the Tender up to 2.5 Million

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turnover Statement Last 3 years.
- 5. Similar nature of Bidding Document from up to 2.5 Million of SPPRA with filling Bidding Date & Contractor Date must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be property signed by contractor with stamped address and contract #.
- 8. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit in included in R.A. & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.

BIDDING DATA

This section should be filled in by the Office of the Executive Engineer Public Health Engg: Division, # 1 Hyderabad before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Hyderabad
(b)	Brief Description of Works:-	Repair of Pump & Pumping Machineries i/c Panel Board for O/M Rural Water Supply Scheme Tando Hyder Taluka Hyderabad (Rural) District Hyderabad.
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engg: Division # 1 Hyderabad District Hyderabad Behind Zubaida Girls College @ Hyderabad.
(d)	Estimated Cost:-	Rs: 0.200 Million
(e)	Amount of Bid Security:-	Rs: 0.004 Million
(f)	Period of Bid Validity (Days):-	(20 Days)
(g)	Security Deposit (i/c Bid Security):-	(08 %)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% & 10% Income Tax Deduction & 02% Security Deposit)
(i)	Deadline for submission of Bids along with time:-	12/01/2016 (01:00 P.M)
(j)	Venue, Time, and Date of Bid Opening:-	12/01/2016 (02:00 P.M)
(k)	Time for completion from written order of Commence:-	02 Month
(1)	Liquidity Damages:-	(01% On Estimated Cost) Per day subject to Minimum of 10%
		CD NO: dated:
		Amount Rs:
(m)	Deposit Receipt No. Date &	Bank
	Amount (in words and figure)	
		Mr./

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
HYDERABAD

BILL OF QUANTITIES

Name of Work

REPAIR OF PUMP & PUMPING MACHINERIES I/C PANEL BOARD FOR O/M RURAL WATER SUPPLY SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

(A) Description and rate of item based on Composite schedule of Rates.

S#	Quantity	Description of item to be executed @ site	Rate	Unit	Amount
1.	2.	3.	4.	5.	6.
1.	2 .0 Nos	Rewinding of Electric Motor 3 Phase 400/440 volts, 50 Cycles with best quality insolated copper wire of required guage including testing on load with satisfactory result up to one week's time, opening and refitting and replacing the bolts if necessary excluding the cost of worn out material.(GSINO. 97 P-0109)(2 Pole) 15 BHP	14500/-	Each	29000/-
	1.0 No	40 BHP	38445/-	Each	38445/-
2.	2 Nos	Taking out KSB pump size 4"x3" from Pump House & repair/charge of shaft bearing etc: complete & fixing the same i/c transportation.	20000/-	Each	40000/-
3.	3 Nos	Providing & Fixing Circle Breaker 3,5,10,15,20,30,40,50 & 63 amp DP (TB-55) on prepared board as required. (ESINO. 205 P-31)	5301/-	Each	15903/-
4.	28.0 Rft	M/I M.S. pipe made out of M.S. sheet 3/16" thick, cutting, folding & shape i/c welding etc: complete.(R.A.Based on sch: item) 4" dia	506/60	P.Rft	14185/-
5.	6.0 Nos	M/I with welding M.S. flanged made out of M.S. sheet 3/16" thick, cutting, folding & shape i/c welding etc: complete.(R.A.Based on sch: item) 4" dia	596/75	Each	3581/-
6.	25 Meter	Providing and Laying (Main or Sub-Main)PVC insulated with size 3-7/0.64(10mm2)copper conductor in 1" dia PVC conduit on surface.(ESINO.21 P-3)	892/-	P.Meter	22300/-
7.	5.0 Joint	Jointing C.I/MS. flanged pipe and specials flanged and inside a trenches i/c supplying rubber packing of the required thickness nuts bolts with washers etc: and other tools required for jointing and testing the joint to the specified pressure etc: complete.(PHSINO.M(i) P-40) 4"	513/-	P.Joint	2565/-
				TOTAL	165979/-

Amount Total (a) + (b) Rs:	
% above / below on the rate	es of CSR, Amount to be added / deducted on the basis
Total (b) of premium quoted	(except non schedule item)
Total (A) = $a + b$ in work & figure _	
CONTRACTOR	EXECUTIVE ENGINEER PUBLIC HEALTH ENGG:DIVN NO I

NAME OF WORK: -

REPAIR OF PUMP & PUMPING MACHINERIES I/C PANEL BOARD FOR O/M RURAL WATER SUPPLY SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

3id	Amount
A) Cost based on Composite Schedule of Rates	
B) Cost based on Offered Schedule of Rates	
C) Amount of Item based on Market (Offer Rates)	
D) Amount of Expected Escalation Rates	w—————————————————————————————————————
COST OF BID = TOTAL OF (A) + (B) + (C) + (D)	
	A) Cost based on Composite Schedule of Rates B) Cost based on Offered Schedule of Rates C) Amount of Item based on Market (Offer Rates) D) Amount of Expected Escalation Rates

CONTRACTOR

DIVISIONAL ACCOUNT OFFICER
PUBLIC HEALTH ENGG: DIVISION: # I
HYDERABAD

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
HYDERABAD

Condition of Contract

Name of work: -			
Authority: -W.O No.TC/	dated:	Agency:	

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

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

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

Clause – 3: Termination of the Contract.

C XX7 . . . 1 .

- (A) Procuring Agency/Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer PHE DIVISION NO-I HYDERABAD has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer PHE DIVISION NO-I HYDERABAD, the contractor shall have:-
 - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive Engineer PHE DIVISION NO-I HYDERABAD 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 Executive Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Executive Engineer Incharge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Executive 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.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

- (A) Inspection of Operations. The Executive Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Executive Engineer shall give the contractor reasonable notice of the intention of the Executive Engineer-incharge 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Executive Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

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

Clause – 18: Financial Assistance / Advance Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed / utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

DIVISIONAL ACCOUNTS OFFICER
PUBLIC HEALTH ENGG: DIVISION NO-I
HYDERABAD

(Contractor)

PUBLIC HEALTH ENGG: DIVISION NO-I

SOUCHEALTH ENGINEERING DEPARTMENT AND THE PARTMENT AND TH



Issue bid to M/S.MR	•	** ;
DR. No	/ Dated:	
Tender Fee Rs:		

REPAIR OF PUMP & MACHINERY I/C REPLACEMENT OF
SUCTION & DELIVERY M.S. PIPE & DE-SILTING OF DRAIN
TYPE-B FOR O/M RURAL DRAINAGE SCHEME TANDO HYDER
TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

STANDARD BIDDING DOCUMENTS PROCUREMENT OF WORKS

(For Contracts Costing upto Rs. 2.50 (M) to 50.0 (M)

STANDARD BIDDING DOCUMENT IS INTENDED AS A MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT RATES IN A BILL OF QUANTITIES TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTS.

Evaluation Criteria of the Tender up to 2.5 Million

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turnover Statement Last 3 years.
- 5. Similar nature of Bidding Document from up to 2.5 Million of SPPRA with filling Bidding Date & Contractor Date must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be property signed by contractor with stamped address and contract #.
- 8. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit in included in R.A. & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.

BIDDING DATA

This section should be filled in by the Office of the Executive Engineer Public Health Engg: Division, # 1 Hyderabad before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Hyderabad
(b)	Brief Description of Works:-	Repair of Pump & Machinery i/c Replacement of suction & Delivery M.S. pipe & De-silting of Drain Type-B for O/M Rural Drainage Scheme Tando Hyder Taluka Hyderabad (Rural) District Hyderabad.
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engg: Division # 1 Hyderabad District Hyderabad Behind Zubaida Girls College @ Hyderabad.
(d)	Estimated Cost:-	Rs: 0.200 Million
(e)	Amount of Bid Security:-	Rs: 0.004 Million
(f)	Period of Bid Validity (Days):-	(20 Days)
(g)	Security Deposit (i/c Bid Security):-	(08 %)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% & 10% Income Tax Deduction & 02% Security Deposit)
(i)	Deadline for submission of Bids along with time:-	12 /01/2016 (01:00 P.M)
(j)	Venue, Time, and Date of Bid Opening:-	12/01/2016 (02:00 P.M)
(k)	Time for completion from written order of Commence:-	02 Month
(1)	Liquidity Damages:-	(01% On Estimated Cost) Per day subject to Minimum of 10%
		CD NO: dated:
		Amount Rs:
(m)	Deposit Receipt No. Date &	Bank
Ì	Amount (in words and figure)	
		Mr./ M/S.

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
PHYDERABAD

BILL OF QUANTITIES

Name of Work

REPAIR OF PUMP & MACHINERY I/C REPLACEMENT OF SUCTION & DELIVERY M.S. PIPE & DE-SILTING OF DRAIN TYPE-B FOR O/M RURAL DRAINAGE SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

(A) Description and rate of item based on Composite schedule of Rates.

S#	Quantity	Description of item to be executed @ site	Rate	Unit	Amount
PAR	PART-A (REPAIR OF ELECTRICAL & MECHANICAL WORK)				
1.	1. 2. 3.			5.	6.
1.	1 .0 No	Rewinding of Electric Motor 3 Phase 400/440 volts, 50	15188/-	Each	15188/-
		Cycles with best quality insolated copper wire of			
		required guage including testing on load with satisfactory			
		result up to one week's time, opening and refitting and			
		replacing the bolts if necessary excluding the cost of			
		worn out material.(GSINO. 97 P-111)(4 Pole) 15 BHP			<u>-</u>
2.	1 No	Taking out KSB pump size 4"x3" from Pump House &	15000/-	Each	15000/-
		repair/charge of shaft bearing etc: complete & fixing the			
		same i/c transportation. (R.A.A.)			
3.	3 Nos	Providing & Fixing Circle Breaker 3,5,10,15,20,30,40,50	5301/-	Each	15903/-
		& 63 amp DP (TB-55) on prepared board as required.			
		(ESINO. 205 P-31)			
4.	76.0 Rft	M/I M.S. pipe made out of M.S. sheet 3/16" thick,	506/60	P.Rft	38502/-
		cutting, folding & shape i/c welding etc:			
		complete.(R.A.Based on sch: item) 4" dia			
5.	20.0 Nos	M/I with welding M.S. flanged made out of M.S. sheet	596/75	Each	11935/-
		3/16" thick, cutting, folding & shape i/c welding etc:			
		complete.(R.A.Based on sch: item) 4" dia			
6.	52 Meter	Providing and Laying (Main or Sub-Main)PVC insulated	892/-	P.Meter	46384/-
		with size 3-7/0.64(10mm2)copper conductor in 1" dia			
	11.0 7	PVC conduit on surface.(ESINO.21 P-3)		D	7.5101
7.	11.0 Joint	Jointing C.I/MS. flanged pipe and specials flanged and	513/-	P.Joint	5643/-
		inside a trenches i/c supplying rubber packing of the			
		required thickness nuts bolts with washers etc: and other			
		tools required for jointing and testing the joint to the			
		specified pressure etc: complete.(PHSINO.M(i) P-40) 4"		MI O MI 1 =	1 10 == :
				TOTAL	148555/-

PAI	RT-B (DESII	LTING OF SURFACE DRAINS)			
1.	3045.0 Cft	Earth work excavation in ashes, sand, soft, soil or silt	1663/75	P%oCft	5066/-
		clearance undressed lead upto 50'ft(GSINO.2 P-1)			
2.	3045.0 Cft	Extra for wet earth work.(GSINO.15 P-4)	1058/75	P‰Cft	3224/-
3.	3045.0 Cft	Carriage of 100cft/5 tons of all materials like stone	579/41Cft	P%Cft	17643/-
		aggregate, spawl, coal, lime, Surkhi etc: B.G Rail			
		fastenings points and crossing bridges, Girders, pipe,			
		Sheets Rails M.S Bars etc. or 1000 Nos 10"x5"x3" or			
		1000 Nos tiles 12"x6"x2"or 150 cft Of timber or 100			
		mounds of fuel wood by trucks or any other means			
		owned by the Contractor.(SSINO.1 P/1)(Lead 3 miles)			
				TOTAL	25933/-

Amount Total (a) + (b) Rs:	
% above / below on the rates	of CSR, Amount to be added / deducted on the basis.
Total (b) of premium quoted	(except non schedule item)
Total (A) = $a + b$ in work & figure	
CONTRACTOR	EXECUTIVE ENGINEER PUBLIC HEALTH ENGG:DIVN NO I 3 HYDERABAD

NAME OF WORK: -

REPAIR OF PUMP & MACHINERY I/C REPLACEMENT OF SUCTION & DELIVERY M.S. PIPE & DE-SILTING OF DRAIN TYPE-B FOR O/M RURAL DRAINAGE SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

Cost of	Bid	Amount
1.	(A) Cost based on Composite Schedule of Rates	
2.	(B) Cost based on Offered Schedule of Rates	· .
3.	(C) Amount of Item based on Market (Offer Rates)	
4.	(D) Amount of Expected Escalation Rates	
TOTAL	COST OF BID = TOTAL OF (A) + (B) + (C) + (D)	

DIVISIONAL ACCOUNT OFFICER
PUBLIC HEALTH ENGG: DIVISION: # 1
HYDERABAD

CONTRACTOR

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
HYDERABAD

Condition of Contract

Name of Work: -			
Authority: -W O No TC	/dated:	A gency:	

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

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Executive Engineer PHE DIVISION NO-I HYDERABAD has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer PHE DIVISION NO-I HYDERABAD, the contractor shall have:-
 - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7

Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive Engineer PHE DIVISION NO-I HYDERABAD 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 Executive Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Executive 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.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

- (A) Inspection of Operations. The Executive Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Executive Engineer shall give the contractor reasonable notice of the intention of the Executive Engineer-incharge 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Executive Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

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

Clause – 18: Financial Assistance / Advance Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

DIVISIONAL ACCOUNTS OFFICER
PUBLIC HEALTH ENGG: DIVISION NO-I
HYDERABAD

(Contractor)

PUBLIC HEALTH ENGG: DIVISION NO-I

SYCHEALTH ENGINEERING DEPARTMENT AND THE PARTMENT AND THE

Issue bid to M/S.MR.	
DR. No	_/ Dated:
Tender Fee Rs:	

REPAIR OF PUMPING MACHINERY FOR O/M RURAL WATER SUPPLY SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT **HYDERABAD**

STANDARD BIDDING DOCUMENTS PROCUREMENT OF WORKS

(For Contracts Costing upto Rs. 2.50 (M) to 50.0 (M)

STANDARD BIDDING DOCUMENT IS INTENDED AS A MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT RATES IN A BILL OF QUANTITIES TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTS.

Evaluation Criteria of the Tender up to 2.5 Million

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turnover Statement Last 3 years.
- 5. Similar nature of Bidding Document from up to 2.5 Million of SPPRA with filling Bidding Date & Contractor Date must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be property signed by contractor with stamped address and contract #.
- 8. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit in included in R.A. & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.

BIDDING DATA

This section should be filled in by the Office of the Executive Engineer Public Health Engg: Division, # 1 Hyderabad before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Hyderabad
(b)	Brief Description of Works:-	Repair of Pumping Machinery for O/M Rural Water Supply Scheme Tando Hyder Taluka Hyderabad (Rural) District Hyderabad.
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engg: Division # 1 Hyderabad District Hyderabad Behind Zubaida Girls College @ Hyderabad.
(d)	Estimated Cost:-	Rs: 0.295 Million
(e)	Amount of Bid Security:-	Rs: 0.006 Million
(f)	Period of Bid Validity (Days):-	(20 Days)
(g)	Security Deposit (i/c Bid Security):-	(08 %)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% & 10% Income Tax Deduction & 02% Security Deposit)
(i)	Deadline for submission of Bids along with time:-	12/01/2016 (01:00 P.M)
(j)	Venue, Time, and Date of Bid Opening:-	12/01/2016 (02:00 P.M)
(k)	Time for completion from written order of Commence:-	02 Month
(1)	Liquidity Damages:-	(01% On Estimated Cost) Per day subject to Minimum of 10%
	Deposit Receipt No. Date & Amount (in words and figure)	CD NO: dated:
(m)		Amount Rs:
		Bank
		
		Mr./

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
3 HYDERABAD

BILL OF QUANTITIES

Name of Work

:

REPAIR OF PUMPING MACHINERY FOR O/M RURAL WATER SUPPLY SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

(A) Description and rate of item based on Composite schedule of Rates.

S#	Quantity	Description of item to be executed @ site	Rate	Unit	Amount
1.	2.	3.	4.	5.	6.
1.	2 .0 Nos	Rewinding of Electric Motor 3 Phase 400/440 volts, 50 Cycles with best quality insolated copper wire of	14500/-	Each	29000/-
		required guage including testing on load with satisfactory			•
		result up to one week's time, opening and refitting and			
		replacing the bolts if necessary excluding the cost of worn out material.(GSINO. 97 P-111)(4 Pole) 15 BHP			
	1 No	40 BHP	38445/-	Each	38445/-
2.	2 Nos	Reflex valve heavy pattern (Test pressure 21 kg/sq.cm or 300 lbs/sq.inch)(imported)(SMINO.6(a)P-11) 4" dia	1706/25	Each	3413/-
3.	4 Nos	Foot valve heavy pattern with cone type gate.(imported)(SMINO. 4(a)P-11) 4" dia	731/25	Each	2925/-
4.	2.0 Nos	Repair of Panel Board (M.R)(Approved by CE D/W/E Rural Water Supply Scheme vide # D.6/DWE/519 Dated: 21-03-2014	15000/-	Each	30000/-
5.	2.0 Nos	C.I. Sluice valve heavy pattern (Test Pressure)21.0kg/sq/cm or 300 lb/sq.inch) (imported) (SMINO. 2.(b) P-11)	5460/-	Each	10920/-
6.	56 Meter	Providing and Laying (Main or Sub-Main)PVC insulated with size 3-7/0.64(10mm2)copper conductor in 1" dia PVC conduit on surface.(ESINO.21 P-3)	892/-	P.Meter	49952/-
7.	60.0 Rft	Making & Installing M.S. pipe made out of M.S. Sheet 3/16" thick cutting, bending, folding to correct curvature and shape i/c welding complete etc: (R.A.A.)	749/34	P.Rft	44960/-
8.	2.0 Nos	Taking out KSB pump size 4"x3" from Pump House & repair/charge of shaft bearing etc: complete & fixing the same i/c transportation etc:. (R.A.A)	15000/-	Each	30000/-
9.	6.0 Nos	Providing & Fixing Circle Breaker.(ESINO. 207 P-31)	9261/-	Each	55566/-
				TOTAL	295181/-

Amount Total (a) + (b) Rs:				
% above / below on the rates of CSR, Amount to be added / deducted on the basis				
Total (b) of premium quoted	(except non schedule item)			
Total (A) = $a + b$ in work & figure				
CONTRACTOR	EXECUTIVE ENGINEER PUBLIC HEALTH ENGG: DIVN NO I 3. HYDERABAD			

NAME OF WORK: -

REPAIR OF PUMPING MACHINERY FOR O/M RURAL WATER SUPPLY SCHEME TANDO HYDER TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

Cost of Bid		Amount	
1.	(A) Cost based on Composite Schedule of Rates		
2.	(B) Cost based on Offered Schedule of Rates		
3.	(C) Amount of Item based on Market (Offer Rates)		
4.	(D) Amount of Expected Escalation Rates		
TOTAL	COST OF BID = TOTAL OF (A) + (B) + (C) + (D)		

CONTRACTOR

DIVISIONAL ACCOUNT OFFICER PUBLIC HEALTH ENGG: DIVISION: # 1 PUBLIC HEALTH ENGG: DIVN: # 1 HYDERABAD

EXECUTIVE ENGINEER HYDERABAD

Condition of Contract

Name of Work: -					
Authority: -W.O No.TC/	dated:	Agency:			

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

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Executive 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 Executive 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 Executive Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

- (A) Inspection of Operations. The Executive Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Executive Engineer shall give the contractor reasonable notice of the intention of the Executive Engineer-incharge 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Executive Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

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

Clause – 18: Financial Assistance / Advance Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

DIVISIONAL ACCOUNTS OFFICER
PUBLIC HEALTH ENGG: DIVISION NO-IHYDERABAD

(Contractor)

PUBLIC HEALTH ENGG: DIVISION NO-IN-

SUCHEALTH ENGINEERING DEPARTMENT ALDREDS



Issue bid to M/S.MR.	
DR. No	_/ Dated:
Tender Fee Rs:	

REPAIR OF PUMP & MACHINERY I/C REPLACEMENT OF SUCTION & DELIVERY M.S. PIPE FOR O/M RURAL WATER SUPPLY SCHEME JHANDO KHOSO TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

STANDARD BIDDING DOCUMENTS PROCUREMENT OF WORKS

(For Contracts Costing upto Rs. 2.50 (M) to 50.0 (M)

STANDARD BIDDING DOCUMENT IS INTENDED AS A MODEL FOR ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT RATES IN A BILL OF QUANTITIES TYPES OF CONTRACT THE MAIN TEXT REFERS TO ADMEASUREMENTS CONTRACTS.

Evaluation Criteria of the Tender up to 2.5 Million

- 1. Contractor having NTN and copy must be available with Tender in case of supply item the GST registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with Tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turnover Statement Last 3 years.
- 5. Similar nature of Bidding Document from up to 2.5 Million of SPPRA with filling Bidding Date & Contractor Date must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be property signed by contractor with stamped address and contract #.
- 8. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit in included in R.A. & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.

BIDDING DATA

This section should be filled in by the Office of the Executive Engineer Public Health Engg: Division, # 1 Hyderabad before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Hyderabad
(b)	Brief Description of Works:-	Repair of Pump & Machinery i/c Replacement of suction & Delivery M.S. pipe for O/M Rural Water Supply Scheme Jhando Khoso Taluka Hyderabad (Rural) District Hyderabad.
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engg: Division # 1 Hyderabad District Hyderabad Behind Zubaida Girls College @ Hyderabad.
(d)	Estimated Cost:-	Rs: 0.354 Million
(e)	Amount of Bid Security:-	Rs: 0.007 Million
(f)	Period of Bid Validity (Days):-	(20 Days)
(g)	Security Deposit (i/c Bid Security):-	(08 %)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% & 10% Income Tax Deduction & 02% Security Deposit)
(i)	Deadline for submission of Bids along with time:-	12/01/2016 (01:00 P.M)
(j)	Venue, Time, and Date of Bid Opening:-	12/01/2016 (02:00 P.M)
(k)	Time for completion from written order of Commence:-	02 Month
(1)	Liquidity Damages:-	(01% On Estimated Cost) Per day subject to Minimum of 10%
	Deposit Receipt No. Date & Amount (in words and figure)	CD NO: dated:
		Amount Rs:
(m)		Bank
		Mr./ M/S.

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
B HYDERABAD

BILL OF QUANTITIES

Name of Work

:

REPAIR OF PUMP & MACHINERY I/C REPLACEMENT OF SUCTION & DELIVERY M.S. PIPE FOR O/M RURAL WATER SUPPLY SCHEME JHANDO KHOSO TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

(A) Description and rate of item based on Composite schedule of Rates.

S#	Quantity	Description of item to be executed @ site	Rate	Unit	Amount
1.	2.	3.	4.	5	6.
1.	2.0 Nos	Rewinding of Electric Motor 3 Phase 400/440 volts, 50 Cycles with best quality insolated copper wire of required guage including testing on load with satisfactory result up to one week's time, opening and refitting and replacing the bolts if necessary excluding the cost of worn out material.(GSINO. 97 P-111)(4 Pole) 15 BHP	15188/-	Each	30376/-
2.	2 Nos	Taking out KSB pump size 4"x3" from Pump House & repair/charge of shaft bearing etc: complete & fixing the same i/c transportation. (R.A.A.)	15000/-	Each	30000/-
3.	4 Nos	Providing & Fixing Circle Breaker 3,5,10,15,20,30,40,50 & 63 amp DP (TB-55) on prepared board as required. (ESINO. 205 P-31)	5301/-	Each	21204/-
4.	76.0 Rft	M/I M.S. pipe made out of M.S. sheet 3/16" thick, cutting, folding & shape i/c welding etc: complete.(R.A.Based on sch: item) 4" dia	506/60	P.Rft	38502/-
5.	20.0 Nos	M/I with welding M.S. flanged made out of M.S. sheet 3/16" thick, cutting, folding & shape i/c welding etc: complete.(R.A.Based on sch: item) 4" dia	596/75	Each	11935/-
6.	60 Meter	Providing and Laying (Main or Sub-Main)PVC insulated with size 3-7/0.64(10mm2)copper conductor in 1" dia PVC conduit on surface.(ESINO.21 P-3)	892/-	P.Meter	53520/-
7.	2.0 Job	Taking out 25 k.v. Electric Transformer from intake work and repair @ Hyderabad i/c re-fixing same place taking i/c cartage etc: complete.(Rate approved)	66800/-	P.Job	136000/-
8.	30.0 Rft	Making & Installing M.S. pipe made out of M.S. Sheet 3/16" thick cutting, bending, folding to correct curvature and shape i/c welding complete etc: (R.A.A.) 6" dia	749/34	P.Rft	22480/-
9.	12 Nos	Manufacturing and Installing with welding M.S. flanged made out of M.S. sheet 3/8" thick i/c cutting drilling holes etc: complete.(R.A.A) 6" dia	804/77	Each	9657/-
				TOTAL	353674/-

Amount Total (a) + (b) Rs: % above / below on the rat	es of CSR, Amount to be added / deducted on the basis
Total (b) of premium quoted	
Total (A) = $a + b$ in work & figure	
CONTRACTOR	EXEGUTIVE ENGINEER PUBLIC HEALTH ENGG:DIVN NO I

NAME OF WORK: -

REPAIR OF PUMP & MACHINERY I/C REPLACEMENT OF SUCTION & DELIVERY M.S. PIPE FOR O/M RURAL WATER SUPPLY SCHEME JHANDO KHOSO TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

Cost of	Bid	Amount	
1.	(A) Cost based on Composite Schedule of Rates		
2.	(B) Cost based on Offered Schedule of Rates		
3.	(C) Amount of Item based on Market (Offer Rates)		
4.	(D) Amount of Expected Escalation Rates		
TOTAL	COST OF BID = TOTAL OF (A) + (B) + (C) + (D)		

CONTRACTOR

DIVISIONAL ACCOUNT OFFICER PUBLIC HEALTH ENGG: DIVISION: # 1 PUBLIC HEALTH ENGG: DIVN: # 1 HYDERABAD

EXECUTIVE ENGINEER HYDERABAD

Condition of Contract

Name of Work: -			
Authority: -W.O No.TC	/dated:	Agency:	_

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

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Executive Engineer PHE DIVISION NO-I HYDERABAD has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer PHE DIVISION NO-I HYDERABAD, the contractor shall have:-
 - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7:

Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive Engineer PHE DIVISION NO-I HYDERABAD 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 Executive Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Executive Engineer Incharge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Executive 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.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Executive 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 Executive 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 Executive 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.
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DIVISIONAL ACCOUNTS OFFICER
PUBLIC HEALTH ENGG: DIVISION NO-I

<u>HYDERABAD</u>

(Contractor)

PUBLIC HEALTH ENGG: DIVISION NO-I

SUCHEALTH ENGINEERING DEPARTMENT ALDRED



Issue bid to M/S.MR.		
DR. No	_/ Dated: -	
Tender Fee Rs:		

PROVIDING AND INSTALLATION OF CENTRIFUGAL PUMP & REPAIR OF PUMPING MACHINERY FOR O/M R/W/S/ SCHEME VILLAGE ILYAS PARHYAR IBRAHIM NAREJO I/C ADJ: PARA & IMPROVEMENT OF W/S SCHEME JHANDO KHOSO TALUKA HYDERABAD (RURAL) DISTRICT HYDERABAD

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- 3. 1 Years Experience certificate of similar nature of job must be available with the Tender.
- 4. Turnover Statement Last 3 years.
- 5. Similar nature of Bidding Document from up to 2.5 Million of SPPRA with filling Bidding Date & Contractor Date must be available with BOQ otherwise the Tender cannot be accepted.
- 6. Rate must be quoted in figure & words by contractor.
- 7. Bid shall be property signed by contractor with stamped address and contract #.
- 8. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit in included in R.A. & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.

BIDDING DATA

This section should be filled in by the Office of the Executive Engineer Public Health Engg: Division, # 1 Hyderabad before issuance of the bidding documents).

(a)	Name of Procuring Agency:-	The Executive Engineer Public Health Engineering Division Hyderabad
(b)	Brief Description of Works:-	Providing & Installation of Centrifugal Pump & Repair of Pumping Machinery for O/M R/W/Scheme Village Ilyas Parhyar Ibrahim Narejo i/c Adj: Para & Improvement of Water Supply Scheme Jhando Khoso Taluka Hyderabad (Rural) District Hyderabad.
(c)	Procuring Agency Address:-	The Executive Engineer Public Health Engg: Division # 1 Hyderabad District Hyderabad Behind Zubaida Girls College @ Hyderabad.
(d)	Estimated Cost:-	Rs: 0.344 Million
(e)	Amount of Bid Security:-	Rs: 0.007 Million
(f)	Period of Bid Validity (Days):-	(20 Days)
(g)	Security Deposit (i/c Bid Security):-	(08 %)
(h)	Percentage, if any, to be deducted from bills:-	(7.50% & 10% Income Tax Deduction & 02% Security Deposit)
(i)	Deadline for submission of Bids along with time:-	12/01/2016 (01:00 P.M)
(j)	Venue, Time, and Date of Bid Opening:-	12/01/2016 (02:00 P.M)
(k)	Time for completion from written order of Commence:-	02 Month
(1)	Liquidity Damages:-	(01% On Estimated Cost) Per day subject to Minimum of 10%
		CD NO: dated:
		Amount Rs:
	Deposit Receipt No. Date &	Bank
(m)	Deposit Receipt No. Date & Amount (in words and figure)	
		Mr./

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVN: # 1
HYDERABAD

Condition of Contract

Name of work.			
Authority: -W.O No.TC	/dated:	Agency:	

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

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

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

Clause – 3: Termination of the Contract.

Name of Works

- (A) Procuring Agency/Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer PHE DIVISION NO-I HYDERABAD has power to adopt any of the following courses as may deem fit:-
 - (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer PHE DIVISION NO-I HYDERABAD, the contractor shall have:-
 - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7:

Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Executive Engineer Public Health Engg: DIVISION NO-I HYDERABAD shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive Engineer PHE DIVISION NO-I HYDERABAD 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 Executive Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

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

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Executive 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.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

- (A) Inspection of Operations. The Executive Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Executive Engineer shall give the contractor reasonable notice of the intention of the Executive Engineer-incharge 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Executive Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

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

Clause – 18: Financial Assistance / Advance Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

DIVISIONAL ACCOUNTS OFFICER
PUBLIC HEALTH ENGG: DIVISION NO-I
HYDERABAD

(Contractor)

PUBLIC HEALTH ENGG: DIVISION NO-I
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