

☎ :- (0232-920114)

**OFFICE OF THE
EXECUTIVE ENGINEER BUILDINGS
DIVISION THARPARKAR**

NO.TC/G-55/1496 Dated:- 23 / 09 / 2019.

To,

The Assistant Director (Assessment),
Sindh Public Procurement Regulatory Authority (SPPRA),
Government of Sindh,
Karachi.

**SUBJECT:- NIT: REF: NO.TC/G-55/ 1065 /2018 DATED:-03-04-2018
(Sr.37512).**

In compliance of your office letter No.AD (A)/SPPRA/37512/2018 / 0384 dated 05th August, 2019 the requisite photocopy documents are submitted herewith for favour of your kind information.

Further it is inform that the documents has already been hoisted on website and print copy of hoisted also enclosed.



Executive Engineer
Buildings Division
Tharparkar

• Copy F.W.Cs to the Superintending Engineer, Works & Services Tharparkar, for information.

Executive Engineer
Buildings Division
Tharparkar

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SPPRA INWARD DIARY

NO: 2093

DATED: 04/10/19

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

- 1) NAME OF THE ORGANIZATION / DEPTT. Executive Engineer Buildings Dine Tharparkar
- 2) PROVINCIAL / LOCAL GOVT./ OTHER District Government
- 3) TITLE OF CONTRACT M/R to M/D @ Chhaho Rahiman.
- 4) TENDER NUMBER 01
- 5) BRIEF DESCRIPTION OF CONTRACT Maintenance & Repair Work
- 6) FORUM THAT APPROVED THE SCHEME M/R Programme approved from DDC.
- 7) TENDER ESTIMATED VALUE 0.633 (M)
- 8) ENGINEER'S ESTIMATE
(For civil works only) 0.6295 (M)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 03-Months
- 10) TENDER OPENED ON (DATE & TIME) 27-04-2018 @ 11:45 pm
- 11) NUMBER OF TENDER DOCUMENTS SOLD
(Attach list of buyers) 03
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT
(Enclose a copy) Copy of BER Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mr. Harish Kumar
- 16) CONTRACT AWARD PRICE Rs. 628009/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st (Lowest)
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Executive Engineer

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA I-DN637512
No	<input checked="" type="checkbox"/>

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

22) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details and reasons)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of
Authorized Officer


Executive Engineer
Buildings Division
Tharparkar

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

:- (0232-920115)

OFFICE OF THE
EXECUTIVE ENGINEER BUILDINGS
DIVISION THARPARKAR

NO. TC/G-55/1350 Dated: 31/05/2018

To,

Mr. Harish Kumar,
Government Contractor.

SUBJECT:- M&R to Medical Dispensary at Village Chhaho Rahiman U/C Bhakuo Taluka Mithi.

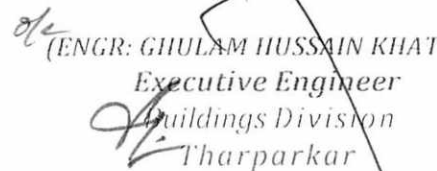
Reference:- Your SPPRA Bidding/Tendering Documents Opened on 27/04/2018.

The rate quoted by you for the above mentioned work at Part "A" 10.60 % Above, in words (Rupees Ten Point Sixty Percent Above) & Part "B" 14.80 % Above, in words (Rupees Fourteen Point Eighty Percent Above), the schedule rates as entered in the schedule "B" and being the lowest one is hereby approved.

You are requested to please attend this office within two days to complete the tender documents. Please start the work within 7 (Seven) days of the receipt of this work order under the supervision of the Assistant Engineer Buildings Sub Division Mithi.

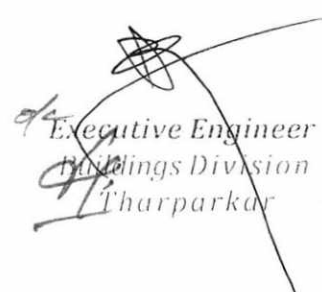
The period for completion of the work is (03) Three, months and the work is to be completed with stipulated time without fail.

The work will be carried out according to the sanctioned estimated.


(ENGR: GHULAM HUSSAIN KHATTI)
Executive Engineer
Buildings Division
Tharparkar

➤ Copy forwarded with compliments to the Superintending Engineer Works & Services Department, Tharparkar for his kind information.

➤ Copy to the Assistant Engineer Buildings Sub Division Mithi for information. The date for start and completion should please be reported to this office.


Executive Engineer
Buildings Division
Tharparkar

(NIT-1065)

Name of Work:- M&R to Medial Dispensary at village
Chhaho Rahiman ulk Bhakuo Taluka
Mithi.

T.S Rs. 0.6295 (m)

FORM OF CONTRACT AGREEMENT

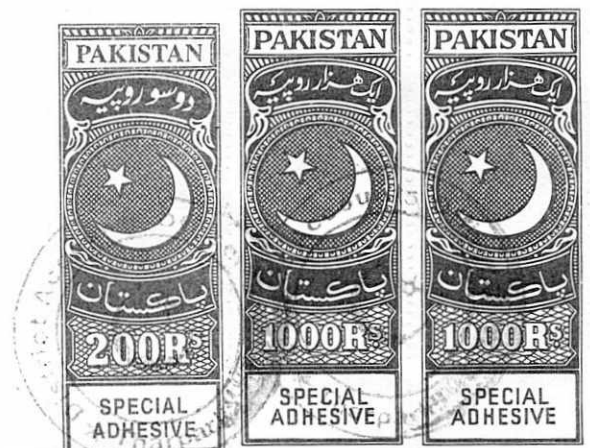
THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the No.TC/G-55/ 1350 / 31th day of May (month) 2018 between **Executive Engineer Buildings Division Mithi** (hereafter called the "Procuring Agency") of the one part and M/S: / Mr. Harish Kumar (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz Rs. 629500 should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Special Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Harish



[Signature]
D.A. Mithi

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Harish
Signature of the Contactor

(Seal)

Signature of Procuring Agency
Harish
(Seal)
Executive Engineer
Building Division
Tirupattur

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- M&R to Medical Dispensary at Village
Chhaho Rahiman U/C Bhakuo Taluka Mithi.

Issue to Mr./MS. Harish Kumar

And Charged Rs. 1000/-

Vide D.R No. 90 dated: 26 / 04 / 2018.

SPF-1065

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out; he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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

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

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

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

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

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

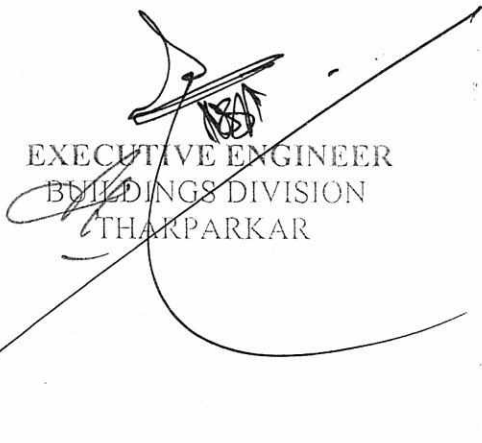
(B) **In case of item rates,** If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal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

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

BIDDING DATA

- (a) Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b) Brief Description of Work:- **M&R to Medical Dispensary at Village Chhaho Rahiman U/C Bhakuo Taluka Mithi.**
- (c) Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d) Estimated Cost:- Rs. 0.633 (M)
- (e) Amount of Bid Security:- Rs. 31650/- (At 5%)
- (f) Period of Bid Validity (Days):- :- 90-Days
- (g) Security Deposit (i/c bid Security):- Rs. 56970/- (At 9%)
At 7.50% or 10% I.Tax
- (h) Percentage, if any , to be deducted from bills :- Rs. (Applicable)
- (i) Deadline for Submission of Bids along with time:- :- At 1:00 pm On 27/04/2018
- (j) Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
At 1:45 pm on 27/04/2018
- (k) Time for Completion from written order of Commence:- :- 03- (Three) Months
- (l) Liquidity Damages:- Rs. (At 10%)

CD No. 00257355 Amount 317007 Dated: 26/04/2018 Bank J&S Bank Mithi


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

JS BANK

JS Bank Limited

00257355

CDR No. Call Deposit Receipt

Date: 26 APR 2018

BRANCH - Mithi - CSM

Amount Rs. 31,700.00

RECEIVED FROM HARISH KUMAR GOVERNMENT
 IN THE FAVOUR OF XEN BUILDING DIVISION THARPARKAR
 THE SUM OF RUPEES PKR THIRTY ONE THOUSAND SEVEN HUNDRED ONLY

Non Transferable

As a deposit AT CALL bearing NO PROFIT subject to the general rules of the bank with respect to such Deposits.

This receipt is Non-Transferable
 Payable to Beneficiary or Purchaser
 In the event that this instrument is not encashed within 6 months
 of issue, the Bank reserves the right to validate the same before
 Encashment.

For JS Bank Limited

[Signature]
 Authorised Signatory
 ABT

[Signature]
 Authorised Signature
 A-728

When payment is required, this receipt must be returned to the Bank duly discharged by the Beneficiary / Depositor under the words "Received Payment"

CDR No. LD1811600089

CONDITIONS OF CONTRACT

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

Clause - 3: Termination of the Contract.

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

(i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) **Uncorrected Defects:**

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

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

Clause – 11:

(A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

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

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

Clause-18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

Harish
CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

M&R TO MEDICAL DISPENSARY AT VILLAGE CHHAHO RAHIMAN U/C BHAKUO TALUKA MITHI

ABSTRACT SHEET / SCHEDULE "B"

ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
PART "A" CIVIL WORK					
101-Cft	01	Dismantling brick work in lime or cement mortar. (Rs. One thousand two hundred eighty five Ps. Sixty three only)	1285/63	%Cft	1298/-
1180-Sft	02	Dismantling 2 nd class tiles roofing. (Rs. Three hundred seventy eight Ps. Thirteen only)	378/13	%Sft	4462/-
11.50-Cwt	03	Supplying R.S Grider 4"x8" size of approved quality (Rs. Three thousand eight hundred fifty only)	3850/-	P.Cwt	44275/-
17.00-Cwt	04	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality. (Rs. Three thousand five hundred seventy five only)	3575/-	P.Cwt	60775/-
28.50-Cwt	05	Erection rolled steel beams or old rails in roof etc erection and fixing in position. (Rs. One hundred eighty six Ps. Thirty four only)	186/34	P.Cwt	5311/-
1180-Sft	06	First Class tile roofing consisting of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x 1 1/4" laid in 1:6 cement mortar including 1/2" sand wiched layer of 1:6 cement mortar i/c 1:2 cement pointing underside of tiles complete including curing etc. (Rs. Eleven thousand four hundred forty three Ps. Ten Only)	11443/10	%Sft	135029/-
1180-Sft	07	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs. Ten Ps. Seventy only)	10/70	P.Sft	12626/-
35-Sft	08	Dismantling glazed or encaustic tiles etc (Rs. Seven hundred eighty six Ps. Fifty only)	786/50	%Sft	275/-
35-Sft	09	Laying floors of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (Rs. Twenty seven thousand six hundred seventy eight Ps. Eighty six only)	27678/86	%Sft	9688/-
73-Sft	10	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	65914/-
51-Sft	11	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs. Two hundred twenty eight Ps. Ninety only)	228/90	P.Sft	11674/-
1229-Sft	12	Removing cement or lime plaster (Rs. One hundred twenty one only)	121/-	%Sft	1487/-
1229-Sft	13	Cement plaster 1:4 upto 12' height (c) 3/4" thick (Rs. Three thousand fifteen Ps. Seventy six only)	3015/76	%Sft	37064/-
9723-Sft	14	Distempering (c) Three coats (Rs. One thousand seventy nine Ps. Sixty five			

998-Sft	15	White washing (c) Three coats (Rs. Eight hundred twenty nine Ps. Ninety five only)	829/95	%Sft	8283/-
788-Sft	16	Painting new surfaces:- (c) Prepaing surface and painting of doors & windows any type, (i/c edges) (Rs. Two thousand one hundred sixteen Ps. Forty One only)	2116/41	%Sft	16677/-
1149-Sft	17	Painting new surfaces:- Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats) (Rs. One thousand two hundred seventy Ps. Eighty three only)	1270/83	%Sft	14602/-
450-Sft	18	Providing and laying 2" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels (Rs. Three thousand two hundred seventy five Ps. Fifty only)	3275/50	%Sft	14740/-
101-Sft	19	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred seventy four Ps. Thirty six only)	12674/36	%Cft	12801/-

Total: (a) 561945/-

10.60% Above/Below Amount added / Deducted

(Rupees: Fifty nine thousand five hundred

Sixty Six only)

Total (b) 59566-

(a + b) = Total "A" 621511 -

ITEMS BASED ON COMPOSED SCHEDULE OF RATES

PART "B" W/S & S/F

4-Nos	01	S / Fixing concealed tee - stop cock of superior quality with c.p head 1/2" dia (Rs. Eight hundred forty three Ps. Ninety two only)	843/92	Each	3376/-
2-Nos	02	Supplying and fixing jet shower with rod of superior quality single c.p head 1/2" dia. (Rs. One thousand one hundred forty two Ps. Twenty four only)	1142/24	Each	2284/-

Total (a) 5660/-

14.80% Above/Below Amount Added / Deducted

(Rupees: Eight hundred thirty eight

only)

Total (b) 838-

(a + b) = Total "B" 6498-

SUMMARY

COST OF BID:

1. A - Cost based on composite Schedule of Rates
2. B - Cost bases on composite Schedule of Rates

Total Cost of Bid () = **Rs. 628009-**

Harish
Government
Contractor

Executive Engineer
Buildings Division
Tharparkar