



OFFICE OF THE DIRECTOR (PARKS) JAMSHED ZONE . M . C (EAST)

No. PS/DIR/P&R/JZ//DMC/E/02- /2016

Dated: 05 / 01 / 2016

NOTICE INVITING TENDERS

JAMSHED ZONE

(As per SPPRA Directives & Guidelines)

Tenders in sealed covers are invited at Schedule Rate & Open Rate Basis for the following works which will be funded through Jamshed Zone, DMC (East) those Firms who are approved Contractors in relevant field and having & limit of the category for the following works on single Stage – Single Envelope Procedure in which they wish to participate as follows.

Sr. #	Name of Scheme	E / Cost of the Project (Rs.)	Bid Security (Rs.)	Tender Cost (Rs.)
1.	Construction of Sitting Arrangements in Basket Ball Ground at Nishter Park UC-12, Jamshed Zone, DMC (East)	Rs. 6,03,425/= (+) Open Rate	05% of Quoted Amount	1,000/=
2.	Providing & Fixing Wooden Benches, in Nishter Play Ground" UC-12, Jamshed Zone, DMC (East)	Rs. 57,271/= (+) Open Rate	05% of Quoted Amount	1,000/=
3.	Construction Boundary Wall of Park in UC-09, Jamshed Zone, DMC (East)	Rs. 6,18,398/= (+) Open Rate	05% of Quoted Amount	1,000/=
4.	Improvement of "Chacha Park" UC-9, Jamshed Zone, DMC (East)	Rs. 9,97,874/=	05% of Quoted Amount	1,000/=
5.	Providing 8" Boring in "Park" Lines Area, UC-9, Jamshed Zone, DMC (East)	Rs. 2,20,408/= (+) Open Rate	05% of Quoted Amount	1,000/=

TERMS & CONDITIONS.

1 Tenders schedule shall be as follows.

<u>SCHEDULE</u>	<u>DATE & TIME</u>	<u>VENUE</u>
1) Receiving of Application for Issuance of Tender & Verification of Documents	<u>07 - JAN - 2016</u> to <u>21 - JAN - 2016</u> During Office Hour	Gole Market Block-B, SMCHS, Near Darwaishia Masjid, Karachi
2) Dropping of Tender	<u>22 - JAN - 2016</u> 01:00 PM	DIRECTOR (PARKS) Office Jamshed Zone
3) Opening Tender	<u>22 - JAN - 2016</u> 02:00 PM	

- The Tender Documents will be issued to only proprietor / Owner or person who will be authorized by the Owner through power of Attorney.
- The Tender documents will be issued on single application basis, one application for one work will be applicable and written on original Letter head
- The Only Two Tenders documents will be in favour of One Firms and not above from Two.

- 5 The Tender documents will be issued to those firms which are holding valid PEC in relevant category on submission of application at their original letter head accompanied by Pay Order of Tender Cost in favour of DMC (East) as mentioned above.
- 6 The contractor is to be bound to show the Original valid PEC, SRB at the time of submitting the application for issue of Tender
- 7 The 5% refundable as mentioned above in shape of Pay Order in favour of DMC (East) must be accompanied with tender documents. Without 5% call deposit the Tender will not be entertained and considered.
- 8 The Contractors must mention their complete and correct present postal address in tender documents & quote the rates both in words & in figures. Incomplete / Conditional Tenders will be not acceptable.
- 9 The Bid documents can be had with the office as mentioned above at any working day during office hours except the date of opening
- 10 All the Offers shall be dropped on as per terms and Condition No. 01 upto 02:00 PM and same will be opened by the Tender Opening Committee in the Office of Executive Engineer situated at Block-B SMCHS at 02:00 pm in presence of the contractors and their authorised person who wish to present
- 11 In case the date of opening declared as a public holiday by the Govt. or non working day due to any reason the next official working day shall be deemed to be the date for submission and opening of tenders at the same time.
- 12 In case of any reason, if the tenders are not responded on the above dates the next date for submission and opening will be 09-FEB-2016 and the tender documents will also be available upto 08-FEB-2016
- 13 The procuring agency may reject all or any Offers or proposal at any time prior to the acceptance of a Offer or proposal, subject to the relevant of SPPRA Rule
- 14 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
- 15 Tenders will not be received after the schedule time.

ELIGIBILITY CRITERIA

This invitation for Bids is open to all interested Bidders who are eligible under Provision of Sindh Public Procurement Rules as mentioned below and the Criteria given in the Notice Inviting Tender (NIT) Bidding Documents containing the following Eligibility Criteria.

- Registration with Sindh Revenue Board & other Tax authorities (Where applicable)
- A Firm is having Minimum (3) three Years Experience in relevant Field
- A Firm is not Black listed / Debarred by any Procuring Agency Otherwise the DMC (East) will dis-qualified the Firm subject to Rule-30 of Sindh Public Procurement Rules-2010.
- Any other factor deemed to be relevant by the DMC (East) subject to the Provision of Rule-44 & Rule 46(1) (i, ii & iii).
- Each Bid shall comprise One Single Envelope containing the Financial Proposal and required information as mentioned in Bidding Documents.
- All the received bid shall be opened and evaluated in the time prescribed in the Notice Inviting Tenders or Bidding Documents.

EVALUATION CRITERIA

The procuring Agency will open the bids, in the present of Bidders representatives who choose to attend at the time, date and in the place specified in the Bidding Date.

The Bidder's Name, Bid Price any discount, the present or absence of bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the Bid Opening. The Procuring agency will record the Minutes of the Bid Opening. Representatives of the Bidders who choose to attend shall sign the Attendance Sheet.

Any bid Price or discount which is not read out and recorded at Bid Opening will not be taken into / Account in the Evaluation of Bid.

To assist in the Examination, Evaluation and comparison of Bids the Engineering / Procuring Agency may, at its discretion, asked the Bidders for a clarification of its bid. The required for clarification and the response shall be in writing and no change in the price or substance of the Bid Shall be sought, offered or permitted (SPP Rule-43).

(c) Prior to the detailed evaluation the Engineer / Procuring Agency will determine the substantial responsiveness of each Bid to the bidding Documents. For purpose of these instructions a substantially responsive is include terminating the requirements listed in the Bidding Data.

(d) Arithmetical errors will be rectified on the following basis.

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity the Unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figure the amount in the words shall prevail. If there is a discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of Prices-Summary. The amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected Schedule of Price.

If the Bidders does not accept the corrected amount of Bid, his bid will be rejected and his bid Security forfeited.

A Bid determinate as substantially non-responsive will be rejected and will not subsequently be made response by the Bdder by correction of the non conformity.


DIRECTOR (PAKRS)
JAMSHED ZONE DMC (EAST)

NOTICE BOARD

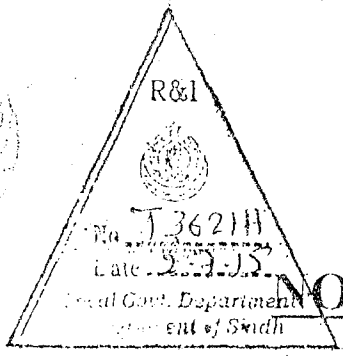
c.c to:-

1. Administrator, DMC (East)
2. Municipal Commissioner, DMC (East)
3. Director (CB) SPPRA.
4. Dy. Director (Parks), Jamshed Zone, DMC (East)

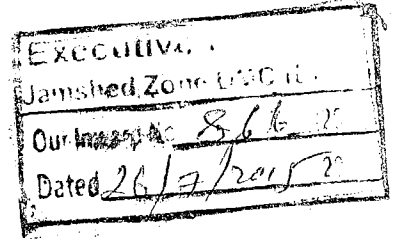

DIRECTOR (PAKRS)
JAMSHED ZONE DMC (EAST)

GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi, dated the 2nd July, 2015



NOTIFICATION



No. SO-V(L.G)/39-15/2015:- With the approval of Competent Authority, post facto sanction is hereby accorded to the constitution a Procurement Committee consisting of following in accordance with Rule-7 of SPPRA Rule 2010, for undertaking all the Works in the areas of District Municipal Corporation (East) Karachi: -

- | | |
|---|----------|
| 1. Superintending Engineer, D.M.C (East), Karachi. | Chairman |
| 2. Executive Engineer, D.M.C. (West) Karachi | Member |
| 3. Directors / Executive Engineer (Concerned), D.M.C (East) | Member |

The functions and responsibilities of procurement committee shall be as under:
(Section-8 of SPPRA Rule 2010):-

- Preparing bidding documents.
- Carrying out technical as well as financial evaluation of the bids.
- Preparing evaluation report as provided in Rule 45.
- Making recommendations for the award of contract to the competent authority, and
- Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVT. OF SINDH

No. SO-V(L.G)/39-15/2015,

Karachi, dated the 2nd July, 2015.

A copy is forwarded for information and necessary action to:-

- The Director, Sindh Public Procurement Regulatory Authority, Karachi
- The Administrator / Municipal Commissioner, D.M.C (east), Karachi.
- The Director, Local Fund Audit, Karachi.
- The Executive Engineer D.M.C (East) Karachi.
- P.S. to Secretary Local Government Department, Government of Sindh, Karachi.
- Office order file.

SECTION OFFICER

27/7/15



DISTRICT MUNICIPAL CORPORATION (EAST) KARACHI
*Main Building Of D.M.C East Near K.D.A Police Station, Block-14 University Road
Karachi*

Telephone No. 99230355

FaxNo. 99230371

No.M.C./DMC/E/408/2015


Dated the 07/05/2015

NOTIFICATION

In terms of rules -31 of SPPRA Rules, 2010, & with the approval of competent authority, Redrassal Committee comprising of the following officers is hereby constituted for addressing the Grievances of the bidders. The Committee Shall Perform its function and responsibilities as described under the ibid Rule.

The Names of Redrassal Committee are as under:-

- 1- Deputy Commissioner, (East).....Chairman
- 2- Administrator, D.M.C (East)Member
- 3- District Accounts Officer, (Representative: of A.G.Sindh) Member
- 4- Director Admin DMC, (East)Member
- 5- Mr. Muhammad Imran, (Independent Professional).....Member


MUNICIPAL COMMISSIONER
DMC East

Copy for Information to:-

- 1) The Deputy Commissioner District(East)
- 2) The Administrator D.M.C East
- 3) Superintending Engineer DMC (East)
- 4) The Managing Director, SPPRA, Government of Sindh
- 5) The All Members of above mentioned Redrassal Committee.
- 6) Office Copy

MUNICIPAL COMMISSIONER
DMC East

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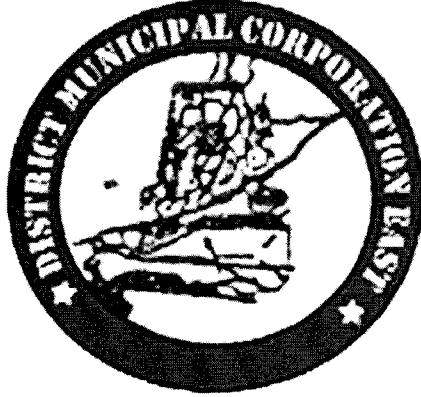
**OFFICE OF THE DIRECTOR (PARKS & RECREATION)
JAMSHED ZONE, DMC (EAST), KARACHI.
GOL MARKET, BLOCK-B, BEHIND ROOMI MASJID, S.M.C.H.S.**

**ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)
FINANCIAL YEAR 2015-2016**

Sr. No.	Description of Procurement	Quantity (Where Applicable)	Estimated Unit cost (where Applicable)	Estimated Total cost	Funds Allocated	Source of Funds (ADP/Non ADP)	Proposed Procurement Method.	Timing of Procurements				Remarks
								1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
1	Construction of Sitting Arrangements in Basket Ball Ground at Nishtar Park UC-12, Jamshed Zone, DMC (East)	N/A	N/A	Rs. 1.00 (M)	BG No.D17B002	DMC (East)	Single Stage, Single Envelope Basis		√			
2	Providing & Fixing Wooden Benches, in Nishtar Play Ground" UC-12, Jamshed Zone, DMC (East)	N/A	N/A	Rs. 1.00 (M)	BG No.D17B002	DMC (East)	Single Stage, Single Envelope Basis		√			
3	Construction Boundary Wall of Park in UC-09, Jamshed Zone, DMC (East)	N/A	N/A	Rs. 1.00 (M)	BG No.D17B001	DMC (East)	Single Stage, Single Envelope Basis		√			
4	Improvement of "Chacha Park" UC-9, Jamshed Zone, DMC (East)	N/A	N/A	Rs. 1.00 (M)	BG No.D17B001	DMC (East)	Single Stage, Single Envelope Basis		√			
5	Providing 8" Boring in "Park" Lines Area, UC-9, Jamshed Zone, DMC (East)	N/A	N/A	Rs. 1.00 (M)	BG No.D17B003	DMC (East)	Single Stage, Single Envelope Basis		√			


**DIRECTOR (PARKS & RECREATION)
JAMSHED ZONE, DMC (EAST)**

OFFICE OF THE DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

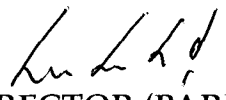


TENDER DOCUMENTS

FOR

**CONSTRUCTION OF SITTING ARRANGEMENTS
 IN BASKET BALL GROUND AT NISHTER PARK
 UC-12, JAMSHED ZONE, DMC (EAST)**


ESTIMATED COST:-	Rs. 6,03,425/= (+) OPEN RATE
Bid Security:-	5% for Quoted Amount
Tender Cost:-	Rs. 1,000/=


DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

Issue to M/s _____	P.O. No. _____
_____	Dated: _____
_____	Bank: _____

Signature & Stamp of Issuing Authority

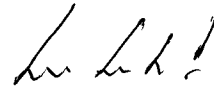
JAMSHED ZONE, DMC (EAST) BUILDING, BLOCK -B, SMCHS NEAR DARWAISHA MASJID
 CONTACT NO. 021-99225109 FAX NO. 021-99225252


 ACCOUNTANT
 JAMSHED ZONE
 D.M.C (EAST)

BIDDING DATA

This section should be filled in by the Engineer / Procuring Agency before Issuance of the Bidding Documents)

- a) Name of Procuring Agency JAMSHED ZONE, DMC (EAST)
- b) Brief Description of Works CONSTRUCTION OF SITTING ARRANGEMENTS IN BASKET BALL GROUND AT NISHTER PARK UC-12, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Jamshed Zone, Building Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 6,03,425/= (+) Open Rate
- e) Amount of Bid Security: 5% of Quoted Rate
- Fill in lump Sum amount or in % age of bid amount / Estimated Cost, but not exceeding 5%
- f) Period of Bid Validity (days) 90 Days
- g) Security Deposit:- (Including bid security) 05% Earnest Money + 05% Retention Money
(in % age of bid amount / estimated cost equal to 10%)
- h) Percentage, if any, to be deducted from Bills: 05 % Retention Money
- i) Deadline for submission of Bids along with time: 22-JANUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 22-JANUARY -2016 (02:00 PM)
- k) Time for Completion from written order of commence After Receiving of Work Order 45 Days
- l) Liquidity damages_____ (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)
- m) Deposit Receipt No: Date: Amount _____



DIRECTOR

**Parks & Recreation
JAMSHED ZONE, DMC (EAST)**



OFFICE OF THE DIRECTOR PARKS JAMSHED ZONE, DMC (EAST)

BILL OF QUANTITIES

SUBJECT: CONSTRUCTION OF SITTING ARRANGEMENTS IN BASKET BALL GROUND AT NISHTER PARK UC-12, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.6,03,425/= (+) OPEN RATE

Tender Cost Rs: 1000/=

S.#	Description Of Work	Quantity	Rate	Amount
1.	Dismantling Cement Block Masonery	218 Cft	1134.38% Sft	2,473.00
2.	Dismantling RCC Seperating reinforced center from lentil, cleaning and straightening the same	30 Cft	5445.00%Cft	1,633.00
3.	Excavation in foundation of building bridges & Other structure i/c dagbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet	253 Cft	3176.25%0Cft	803.00
4.	Cement Concrete Brick or Stone Ballast 1 ½" to 2" gauge 1:4:8	262 Cft	9416.28%Cft	24,670.00
5.	C/C Plain i/c Placing Compacting, Finishing and curring complete 1:3:6	211 Cft	12595% Sft	26,575.00
6.	Errection and removal of cantering for RCC or plain cement concrete work Partial Wood (2 nd Class) a) Vertical	2562 Sft	3127.41%Sft	80,124.00
7.	Filling and compacting soil earth and boulders behind retaining walls i/c excavation of Soil and lead upto 50 ft	1028 Cft	2722%0Cft	2,798.00
8.	Dressing and Leveling of earth work to designed section etc complete (b) Ordinary or hard soil	1028 Cft	187.55%0Cft	193.00
9.	P/L 1:3:6 C/C C Solid Block Masonery Wall above 6" thickness set in 1:6 C/M in G/F Super structure i/c raking and joints of carring etc	564 Cft	14621.44%Cft	82,465.00
10.	P/L 1 ½" thick topping C/C 1:2:4 i/c surface finishing and dividing into Panels	5264 Sft	2548.29%Sft	1,34,142.00
11.	Cement Plaster 1:4 upto 12" height ½" thick	2803 Sft	2283.93% Sft	64,018.00
12.	Distempering 3 Coat	2803 Sft	1079.65% Sft	30,262.00
13.	P/Fixing Iron Steel grill Door with Angle Iron Frame of 1 ½" x ¼" and Flat Iron of ¾" x ¼" with approved design and locking arrangements embedded in Masonery as per direction of E/Incahrge	18 Sft	231.60 P/Sft	4,169.00

14.	Providing & Fixing Pre-Cast RCC Roof Slab upto 3' thick Slab / Roof i/c erecting in position precast C/concrete Roof Slab or Lintles etc lift upto 12 feet i/c all charges as per direction of E/Incharge	672 Sft	O/R P/Sft	
15.	P/Fixing Beams and other structural member laid in under precast Slab etc complete all respects as per direction of E/Incharge	69 Cft	O/R P/Cft	
16.	Cartage of 100 Cft/5 Tons of all materials like aggregate sprawl coal line surkhin etc. B.G rail fastening point & crossing bridge grider pipes sheet rails M.S bar etc. Or 1000 number bricks 10"x5"x3" of fuel wood by trucks or any other means owned by the contractor (Lead upto 15 Miles etc)	14000 Cft	1065% Cft	1,49,100
Total				6,03,425(+) O/R

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs.6,03,425.00

_____ % Above / Below of the Schedule Rate Rs. _____

Rs. _____

Add Open Rate Amount Rs. _____

Grand Total Rs. _____

The Total amount is Rs. _____ (Rupees) _____

_____ for the complete job.

Time Limit 45 days

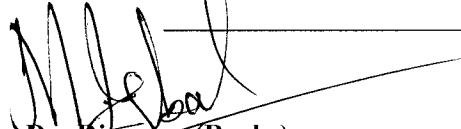
Penalty Per Day Rs. 500/=

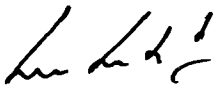
NOTE:

- ❖ Tender must be quoted in figure & in word Both (Upto 1 Million) otherwise liable to be cancelled.
- ❖ All over writing & correction it any must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office & Website of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

Signature of the contractor
Name & Address _____


SUB ENGINEER
JAMSHED ZONE


Dy. Director (Parks)
JAMSHED ZONE, DMC (EAST)


DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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.

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.

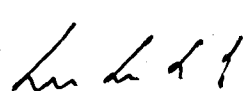
- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted, only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured 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.


ACCOUNTANT
JAMSHED ZONE
D.M.C (EAST)

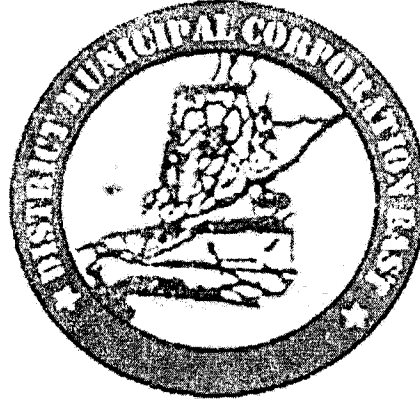
Divisional Accountant


Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)



TENDER DOCUMENTS

FOR

**CONSTRUCTION BOUNDARY WALL OF PARK IN
UC-09, JAMSHED ZONE, DMC (EAST)**

ESTIMATED COST:-	Rs. 6,18,398/= (+) OPEN RATE
Bid Security:-	5% for Quoted Amount
Tender Cost:-	Rs. 1,000/=

[Signature]
DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

Issue to M/s _____	P.O. No. _____
_____	Dated: _____
_____	Bank: _____

Signature & Stamp of Issuing Authority

JAMSHED ZONE, DMC (EAST) BUILDING, BLOCK -B, SMCHS NEAR DARWAISHA MASJID
 CONTACT NO. 021-99225109 FAX NO. 021-99225252

[Signature]
 ACCOUNTANT
 JAMSHED ZONE
 DMC (EAST)

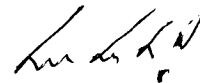
BIDDING DATA

This section should be filled in by the Engineer / Procuring Agency before
Issuance of the Bidding Documents)

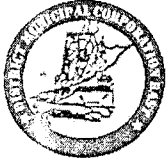
- a) Name of Procuring Agency JAMSHED ZONE, DMC (EAST)
- b) Brief Description of Works CONSTRUCTION BOUNDARY WALL
OF PARK IN UC-09, JAMSHED ZONE,
DMC (EAST)
- c) Procuring Agency's Address Jamshed Zone, Building Gol Market Block
"B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 6,18,398/= (+) Open Rate
- e) Amount of Bid Security: 5% of Quoted Rate

Fill in lump Sum amount or in % age of bid amount / Estimated Cost, but not exceeding 5%

- f) Period of Bid Validity (days) 90 Days
- g) Security Deposit:- (Including bid security) 05% Earnest Money + 05% Retention
Money
(in % age of bid amount / estimated cost equal to 10%)
- h) Percentage, if any, to be deducted from Bills: 05 % Retention Money
- i) Deadline for submission of Bids along with time: 22-JANUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 22-JANUARY -2016 (02:00 PM)
- k) Time for Completion from written order of commence After Receiving of Work Order 45 Days
- l) Liquidity damages _____ (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)
- m) Deposit Receipt No: Date: Amount _____



DIRECTOR
Parks & Recreation
JAMSHED ZONE, DMC (EAST)



OFFICE OF THE DIRECTOR PARKS JAMSHED ZONE, DMC (EAST)

BILL OF QUANTITIES

SUBJECT: CONSTRUCTION BOUNDARY WALL OF PARK IN UC-09, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.6,18,398/= (+) OPEN RATE

Tender Cost Rs: 1000/=

S.#	Description Of Work	Quantity	Rate	Amount
1.	Repairing Iron Grill or Similar Work i/c weiding i/c all charges of Labour i/c Providing Square Bars & Flat Iron Patti (If Need etc complete as per direction of Incahrge	990 Sft	O/R/ P/Sft	
2.	P/L 1 1/2" thick topping C/Cement (1:2:4) i/c Surface finishing and dividing into Panels	840 Sft	2548.29%Sft	21,405.00
3.	P/fixing Iron Grill Square Bars 3/4" x 3/4" with Flat Angle Iro Patti 1 1/2" x 3/6" i/c cutting welding i/c loading unloading fixing in position as per direction of E/N	52 Sft	O/R P/Sft	
4.	P/F Colour Crete jto Wall Surface to Provide durable crust and aesthetics having thickness upto 3/4" with specified colour having water, fire and temite resistance (upto 20'-0 height)	1464 Sft	6319.50%Sft	92,517.00
5.	Cartage of 100 Cft/5 Tons of all materials like aggregate sprawl coal line surkhin etc. B.G rail fastening point & crossing bridge grider pipes sheet rails M.S bar etc. Or 1000 number bricks 10"x5"x3" of fuel wood by trucks or any other means owned by the contractor (Lead upto 15 Miles etc)	5039 Cft	1065%Cft	53,665.00
6.	Preparing surface and painting guardbars, gates of Iron Bars, Grating railing and similer open Work	720 Sft	847.99 Sft 457.38% Sft 1305.37% Sft	9,398.00
7.	Painting Gaurds, Gats Iron Bars Grating, Railling 2 Coats	1134 Sft	371.80 % Sft 302.80% Sft 674.60% Sft	7,650.00
8.	Coloured Cement tiles 8' x 8' x 3/4" of approved shade and pattern laid flat in 1:2 grey cement Mortar over a ienu of 3/4" thick grey cement motor 1:2	750 Sft	10962.34%Sft	78,929.00
9.	Cement Concrete Brick or Stone Ballast 1 1/2" to 2" gauge 1:4:8	420 Sft	9416.28% Sft	39,548.00
10.	P/F Precast Edge Block3750 PSI Industrial Made size 6" thck 12 x 12 Kerb Block	280 Rft	297.01 Rft	83,163.00

11.	P/F of MS Hexagonal Poles as per following specification tube fixed on Pre cast foundation with help of Hydraulic Iron and Manual Labour 40 ft long with dia of Poles at the top 6" & bottom 18" wall thickness 6MM Base Plate 32' x 32' x 1" Stiffener 12" x 6" x 1/2" 6 Nos Holes 6 Nos Making Window in the Poles, required size with I.N key Position two coat oil paint as per site requirements & Instruction of E/I	01 No.	117653 Each	1,17,653.00
12.	P/F of Street Light 400 Watts (SON-T) having IP60 Classification with 400 W Lamp, Chowke, Capacitor & Internal wiring complete in all respect at the height with help of hydraulic and instruction of E/I	04 Nos.	26330 Each	1,05,320.0
13.	P/Laying Main or Sub Main 2-7/044 (6mm) Copper Conduction 1" PVC Conduct or Surface	30 Mtr	305.00 P/Mtr	9,150.00
Total				6,18,398 (+) O/R

SUMMARY OF BILL OF QUANTITIES

I/ We hereby quoted as follows:

Total Schedule Rate Amount Rs. 6,18,398.00

_____ % Above / Below of the Schedule Rate Rs. _____

Rs. _____

Add Open Rate Item Rs. _____

Grand Total Rs. _____

The Total amount is Rs. _____ (Rupees)

_____ for the complete job.

Time Limit 45 days

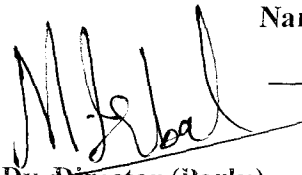
Penalty Per Day Rs. 500/=

NOTE:

- ❖ Tender must be quoted in figure & in word Both (Upto 01 Million) otherwise liable to be cancelled.
- ❖ All over writing & correction it any must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office & Website of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.



**SUB ENGINEER
JAMSHED ZONE**



**Dy. Director (Parks)
JAMSHED ZONE, DMC (EAST)**

Signature of the contractor
Name & Address _____



**DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)**

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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.



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.

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- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The 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.

Divisional Accountant

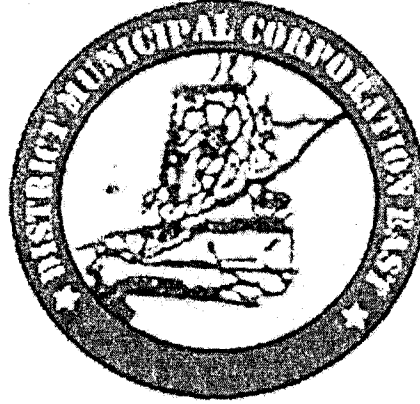
Contractor

JAMES
D.M.C (EAST)

Executive Engineer/Procuring Agency

W. No. 09

OFFICE OF THE DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)



TENDER DOCUMENTS

FOR

**IMPROVEMENT OF "CHACHA PARK" UC-09,
JAMSHED ZONE, DMC (EAST)**

ESTIMATED COST:-	Rs. 9,97,874/=
Bid Security:-	5% for Quoted Amount
Tender Cost:-	Rs. 1,000/=

DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

Issue to M/s _____	P.O. No. _____
_____	Dated: _____
_____	Bank: _____

Signature & Stamp of Issuing Authority

JAMSHED ZONE, DMC (EAST) BUILDING, BLOCK -B, SMCHS NEAR DARWAISHA MASJID
CONTACT NO. 021-99225109 FAX NO. 021-99225252

DIRECTOR (PARKS)
JAMSHED ZONE
D.M.C. (EAST)

BIDDING DATA

This section should be filled in by the Engineer / Procuring Agency before Issuance of the Bidding Documents)

- a) Name of Procuring Agency JAMSHED ZONE, DMC (EAST)
- b) Brief Description of Works IMPROVEMENT OF "CHACHA PARK" UC-9, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Jamshed Zone, Building Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,97,874/=
- e) Amount of Bid Security: 5% of Quoted Rate

Fill in lump Sum amount or in % age of bid amount / Estimated Cost, but not exceeding 5%

- f) Period of Bid Validity (days) 90 Days
- g) Security Deposit:- (Including bid security) 05% Earnest Money + 05% Retention Money
(in % age of bid amount / estimated cost equal to 10%)
- h) Percentage, if any, to be deducted from Bills: 05 % Retention Money
- i) Deadline for submission of Bids along with time: 22-JANUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 22-JANUARY -2016 (02:00 PM)
- k) Time for Completion from written order of commence After Receiving of Work Order 45 Days
- l) Liquidity damages_____ (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)
- m) Deposit Receipt No: Date: Amount _____


DIRECTOR
Parks & Recreation
JAMSHED ZONE, DMC (EAST)



OFFICE OF THE DIRECTOR PARKS JAMSHED ZONE, DMC (EAST)

BILL OF QUANTITIES

SUBJECT: IMPROVEMENT OF "CHACHA PARK" UC-9, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.9,97,874/=

Tender Cost Rs: 1000/=

S.#	Description Of Work	Quantity	Rate	Amount
1.	Dismantling Cement Concrete Plain 1:3:6	163 Cft	1306.80% Cft	2,130.00
2.	Dismantling RCC Separating reinforced center from lenthil, cleaning and straightening the same	30 Cft	5445.00% Cft	1,633.00
3.	Dismantling Block Masonery	45 Cft	1134.38% Cft	510.00
4.	Excavation in foundation of building bridges & Other structure i/c dagbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet	1179 Cft	3176.25% Cft	3,744.00
5.	Filling watering & ramming earth under floor with new earth excavated from outside lead upto one chain & lift up to 5 feet.	1793 Cft	3630% Cft	6,508.00
6.	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending, layer in position making joints & fatening i/c removal of rust from bars using for bars. (b). Wiring tor bars etc.	7.071 Cwt	5001.70 P/Cwt	35,367.00
7.	RCC work in Roof slab, Beam Columns, Rafts, Linter and Other structure member laid in site or precast laid in position complete in all respect 1:2:4	176 Cft	337.00 P/Cft	59,312.00
8.	Providing and Laying 1:3:6 Cement Concrete Solid Block Masonry set in 1:6 cement Sand Mortar in Ground Floor Superstructure including raking out joints and curing etc complete	96 Cft	15771.01 %Cft	15,140.00
9.	Erections and removal of Schettering for RCC or plain C/C work of Partial and 2 nd class a) Horizontal b) Vertical	240 Sft 2037 Sft	3588.48% Sft 3127.41% Sft	8,612.00 63,705.00
10.	C/C Plain i/c Placing Compacting, Finishing and curring complete 1:3:6	360 Cft	12595% Sft	45,342.00
11.	P/fixing Cement Paving Block flooring having size of 197 x 97 x 60 (mm) of City quddra cable shape with natural colour having strength b/w 5000 PSI i/c filling the joints with hill sand and laying in specified manner / Patter and design etc complete	2640 Rft	199.77 P/Sft	5,27,393.00

12.	Cement Plaster ½" thick 1:4 upto 12' height	1440 Sft	2283.93%Sft	32,888.00
13.	Distemping three coats	200 Sft	1079.65%Sft	2,159.00
14.	S/F Special Heavy Type Steel Door for Look, UPS with angle Iron from of 2 ½" x 3/8" size and shutter of 2" x 2" x 3/8" with 1" Dia MS bars placed 4" C/C with a separate looking arrangements as per approved design i/c cost of section etc complete	144 Sft	930.76 P/Sft	1,34,029.00
15.	P/Fixing precise Edge Block 3750 PSI Industrial made sixe 6" thick 12" x 12" long x 12" height i/c cost of cartage excavation f/w for hunching 1450 PSI leau cemenet etc complete	200 Rft	297.01 P/Rft	59,402.00
Total				9,97,874.00

SUMMARY OF BILL OF QUANTITIES

I/ We hereby quoted as follows:

Total Schedule Rate Amount Rs.9,97,874.00

_____ % Above /Below of the Schedule Rate Rs. _____

Grand Total Rs. _____

The Total amount is Rs. _____ (Rupees)

_____ for the complete job.

Time Limit 45 days

Penalty Per Day Rs. 500/=

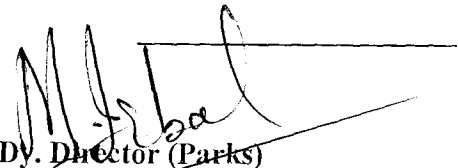
NOTE:

- ❖ Tender must be quoted in figure & in word Both (Upto 1 Million) otherwise liable to be cancelled.
- ❖ All over writing & correction it any must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office & Website of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.


Signature of the contractor
Name & Address _____



**SUB ENGINEER
JAMSHED ZONE**



**Dy. Director (Parks)
JAMSHED ZONE, DMC (EAST)**



**DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)**

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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.

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 prorata basis.

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

Clause – 3: Termination of the Contract.

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

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

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

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

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the 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.


Divisional Accountant

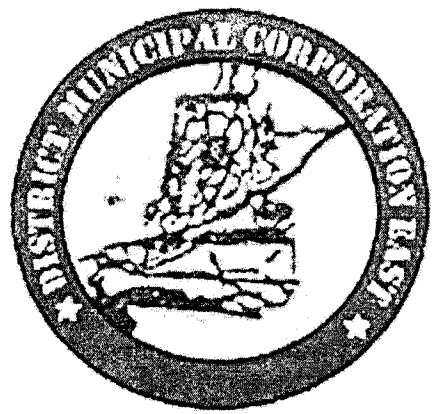
ACCOUNTANT
JAMSHEDPUR
D. N. SINGH


Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)



TENDER DOCUMENTS

FOR

**PROVIDING 8" BORING IN "PARK" LINES AREA
UC-09, JAMSHED ZONE, DMC (EAST)**

ESTIMATED COST:- Rs. 2,20,408/= (+) OPEN RATE
Bid Security:- 5% for Quoted Amount
Tender Cost:- Rs. 1,000/=

DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

Issue to M/s _____ P.O. No. _____
_____ Dated: _____
_____ Bank: _____

Signature & Stamp of Issuing Authority

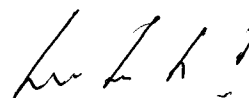
JAMSHED ZONE, DMC (EAST) BUILDING, BLOCK -B, SMCHS NEAR DARWAISHA MASJID
CONTACT NO. 021-99225109 FAX NO. 021-99225252

ACCOUNTANT
JAMSHED ZONE
D.M.C (EAST)

BIDDING DATA

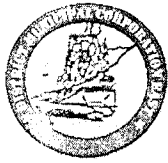
This section should be filled in by the Engineer / Procuring Agency before Issuance of the Bidding Documents)

- a) Name of Procuring Agency JAMSHED ZONE, DMC (EAST)
- b) Brief Description of Works PROVIDING 8" BORING IN "PARK" LINES AREA, UC-9, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Jamshed Zone, Building Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 2,20,408/= (+) Open Rate
- e) Amount of Bid Security: 5% of Quoted Rate
- Fill in lump Sum amount or in % age of bid amount / Estimated Cost, but not exceeding 5%
- f) Period of Bid Validity (days) 90 Days
- g) Security Deposit:- (Including bid security) 05% Earnest Money + 05% Retention Money
(in % age of bid amount / estimated cost equal to 10%)
- h) Percentage, if any, to be deducted from Bills: 05 % Retention Money
- i) Deadline for submission of Bids along with time: 22-JANUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 22-JANUARY -2016 (02:00 PM)
- k) Time for Completion from written order of commence After Receiving of Work Order 45 Days
- l) Liquidity damages_____ (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)
- m) Deposit Receipt No: Date: Amount _____



DIRECTOR

**Parks & Recreation
JAMSHED ZONE, DMC (EAST)**



OFFICE OF THE DIRECTOR PARKS JAMSHED ZONE, DMC (EAST)

BILL OF QUANTITIES

SUBJECT: PROVIDING 8" BORING IN PARK, LINES AREA UC-09, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.2,20,408/= (+) OPEN RATE

Tender Cost Rs: 1000/=

S.#	Description Of Work	Quantity	Rate	Amount
1.	Boring for tube well in all water bearing soils from G / Level upto 1-100 + or 30.5 Miter dept i/c sinking and with drawing & feasing pipe 8" Dia pipe	100 Rft	535 P/Rft	53,500.00
2.	Boring for tube well in all water bearing soils from G / Level upto 100-200 + or 30.5 Miter dept i/c sinking and with drawing & feasing pipe 8" Dia pipe	100 Rft	620 P/Rft	62,000.00
3.	Supplying and Installing PVC strainers "B" Class of approved design quality and make i/c necessary socket of complete 6" dia	200 Rft	363.35 P/Rft	72,6720.00
4.	S / and Installation PVC Blind pipe "B" Class approved design quality and make i/c necessary socket etc complete	180 Rft	174.10 P/Rft	32,238.00
5.	P/F electrical Motor (Deep Well) Water pump 3 HP S.P i/c all Electrical Accessories as per direction of E/Incharge	01 No.	O/R Each	
6.	P/Fixing Wooden Bench with Iron Hended 5 x (2=2) plain wood Patti as per direction of E/ Incharge	10 Nos	O/R Each	
7.	Supplying & Spreading Garden Soil (Sweet Earth) in Uniform thickness i/c mixing and breaking clods and dressing fine for grassing i/c disposal of rubbish within 10 Chain	7304 Cft	O/R P/ Cft	
8.	Supplying / Spreading (Cow Dung Manure) as approved quality as per direction of E/ Incharge	1461 Cft	O/R P/ Cft	
9.	Supplying Sub Naka Plants as per direction or approved of E / Incharge	400 Nos.	O/R Each	
10.	S/Ling Live Lawn Grass "Dhakka Grass" as per direction of E/Incharge	8800 Sft	O/R P/Sft	
Total				2,20,408 (+) O/R

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 2,20,408.00

_____ % Above / Below of the Schedule Rate Rs. _____

Rs. _____

Add Open Rate Amount Rs. _____

Grand Total Rs. _____

The Total amount is Rs. _____ (Rupees) _____

_____ for the complete job.

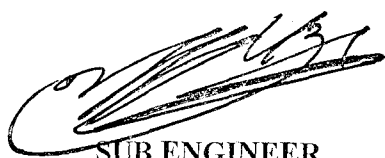
Time Limit 45 days

Penalty Per Day Rs. 500/=

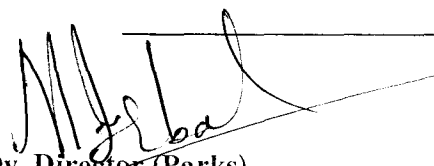
NOTE:

- ❖ Tender must be quoted in figure & in word Both (Upto 1 Million) otherwise liable to be cancelled.
- ❖ All over writing & correction it any must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office & Website of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

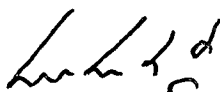
Signature of the contractor
Name & Address _____



SUB ENGINEER
JAMSHED ZONE



Dy. Director (Parks)
JAMSHED ZONE, DMC (EAST)



DIRECTOR (PARKS)
JAMSHED ZONE, DMC (EAST)

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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.

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.

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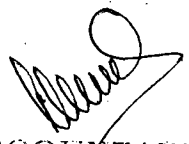
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Divisional Accountant


ACCOUNTANT
JAMSHIEER JINNAH
D.P.C. (S&T)

Contractor


Executive Engineer/Procuring Agency